

AGENDA

Thursday, July 11, 2019 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. 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.)*

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

1. Second Reading of Ordinance No. 04-2019 Amending Chapter 10.03, Solid Waste and Wastes Management, of the Clackamas County Code Adopting A Food Waste Collection Requirement for Certain Businesses (Eben Polk, Sustainability) *first reading was 6-13-19*

III. BOARD OF HEALTH

BOARD OF HEALTH PRESENTATIONS

(Following are items of interest to the citizens of the County)

1. Reaffirming the Transportation Safety Action Plan (Dr. Sarah Present, Abe Moland, Public Health, Joe Marek, Department to Transportation & Development)
2. Presentation of the Blueprint for a Healthy Clackamas County (Dr. Sarah Present, Phillip Mason-Joyner)

BOARD OF HEALTH PUBLIC COMMENT *(The Chair of the Board will call for statements from citizens regarding issues relating to the Board of Health).*

IV. 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 Sub-recipient Professional Services Agreement with Outside In, Inc. for HIV Testing and Counseling Services – *Public Health*

2. Approval of Intergovernmental Grant Agreement with Oregon Health & Science University for the Oregon Care Coordination Program (CaCoon) – *Public Health*
3. Approval of Intergovernmental Agreement No.159475 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
4. Approval of Professional Services Agreement No. 8345, Amendment No. 4 with Mt. Hood Home Care Services, LLC to provide Oregon Project Independence In-home care for Clackamas County Residents – *Social Services*
5. Approval of Intergovernmental Agreement No. 160453 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of No Wrong Door Services to Clackamas County Residents – *Social Services*
6. Approval of Intergovernmental Agreement No. 154433, Amendment No. 4 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Older Adult Residents – *Social Services*
7. Approval of Agreements Nos.18575, 18576 and 18577, Modification No. 1 with Ride Connection, Inc. to Provide Funding for Rides Provided by Social Services, Transportation Reaching People – *Social Services*
8. Approval of Agreement No. 18574, Modification 1 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
9. Approval of Agreement No. 18573, Modification 1, with Ride Connection, Inc. to Provide Funding for Specialized Service Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*
10. Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for 5310 Enhanced Mobility Funds for Preventative Maintenance, Operations and Replacement Vehicle Funding for Mt Hood Express and Transportation Reaching People and Transportation Services to Boring – *Social Services*

B. Department of Transportation & Development

1. Approval of a Federal Lands Access Program Project Memorandum of Agreement with Western Federal Lands Highway Division for the Lolo Pass Road Stabilization and Surface Preservation Project
2. Approval of a Federal Lands Access Program Project Memorandum of Agreement with Western Federal Lands Highway Division for the East Salmon River Road Surface Preservation Project
3. Approval of a Contract with the National Safety Council for the Purposes of Safe Systems Approach to Rural Road to Zero
4. Approval to Apply for a BUILD Discretionary Transportation Grant to Replace the Bridge Across the Bull Run River
5. Approval of Contract with Pioneer Truckweld, Inc. to Retrofit the Hydraulic System for the New Plow System - *Procurement*

C. Finance Department

1. Resolution No. _____ to Create a Class Special Procurement Process for the 340B Third Party Administration Claims Management of Pharmacy Services – *Procurement for H3S*

D. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Apply for a Grant with Clackamas Women's Services and the Family Justice Center Services via New Pathways of Hope and Healing for Polyvictims - *ccso*

E. County Counsel

1. Board Order No. _____ Related to a Previously Approved Zone Change Application, Removal of Historic Landmark Designation (Z0067-19)

F. Business & Community Services

1. Approval of an Allocation Certification Agreement with the Oregon State Marine Board for Maintenance Assistance Program (MAP 2019-20 Funding)

G. Technology Services

1. Approval for a Service Level Agreement with North Clackamas Park and Recreation District for the Lease of Dark Fiber Connection

H. Juvenile Department

1. Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division for the Community Diversion Program
2. Approval of Amendment No. 4 to the Intergovernmental Agreement No. 931488 with Metro for Litter Pick-up near the Metro South Transfer Station
3. Approval of an Intergovernmental Agreement with Clackamas Education Service District to Provide Education and Vocational Opportunities for At-Risk Youth

I. Community Corrections

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas River Water to Provide Work Crew Services for Fiscal Year 2019-2020.
2. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and City of Wilsonville to Provide Work Crew Services for Fiscal Year 2019-2020.
3. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas County Fair Board to Provide Work Crew Services for Fiscal Year 2019-2020.

4. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide Work Crew Services for Fiscal Year 2019-2020.

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Interagency Agreement between North Clackamas Parks & Recreation District, Milwaukie Center and Health, Housing, & Human Services for Social Services Programs
2. Approval of a Grant Agreement with the Oregon State Marine Board (OSMB) as Part of the Maintenance Assistance Program (MAP) for FY 2019-20
3. Approval of a Service Level Agreement with Clackamas Broadband Exchange for the Lease of Dark Fiber Connection
4. Approval of an Intergovernmental Agreement with Clackamas Education Service District (CESD) for Internet Service

VI. WATER ENVIRONMENT SERVICES

1. Approval of an Intergovernmental Agreement between Portland State University and Water Environment Services for Water Quality Model Updates
2. Approval of a Public Contract between Water Environment Services and Lucity, Inc. for Constant Connection program Annual Support and Maintenance - *Procurement*

VII. COUNTY ADMINISTRATOR UPDATE

VIII. 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. <https://www.clackamas.us/meetings/bcc/business>



DAN JOHNSON
DIRECTOR

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

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Second Reading of an Ordinance Amending Chapter 10.03,
Solid Waste and Wastes Management, of the Clackamas County Code
Adopting a Food Waste Collection Requirement for Certain Businesses

Purpose/Outcome	Provide for revisions of Code Chapter 10.03 to include a Food Waste Collection Requirement for certain groups of businesses.
Dollar Amount and Fiscal Impact	N/A
Funding Source	Metro is committing additional funding for staff time for technical assistance to covered businesses, free containers and resources for businesses, and to reimburse collectors for additional cost of transfer to Metro Central, for those collectors where a nearby option is not available. The County's franchise fees will supplement if enforcement costs are incurred.
Duration	Upon execution; permanent
Previous Board Action/Review	04/19/2019: BCC policy session 06/13/2019: First Public Hearing for this Ordinance
Counsel Review	Reviewed by County Counsel on July 2, 2019
Strategic Plan Alignment	Honor, promote, utilize and invest in natural resources
Contact Person	Eben Polk, Supervisor; 503-742-4470

In July 2018 Metro adopted a policy that requires local governments to ensure that certain food-related businesses separate and recover food waste. Metro subsequently adopted administrative rules to implement the policy in October 2018. Local governments within the Metro district are required to pass implementing ordinances by July 31, 2019. On April 9, 2019 the Board of Commissioners directed staff to develop an implementing ordinance. On May 1st the Solid Waste Commission reviewed preliminary code amendment language and heard a publicly noticed presentation on the ordinance. On May 30th the Solid Waste Commission reviewed and unanimously endorsed the amendment for consideration by the Board. The code amendment has also been presented for review by the Code Committee and has been approved by County Counsel.

Key points discussed in prior work sessions and presentations include:

Basis for the Ordinance

- This is a regional requirement from Metro to be adopted by July 31, 2019. Metro is designated as a regional authority for solid waste planning, governing transfer and disposal.
- Food is the largest single remaining recoverable item in waste going to landfill (16-18%), where it generates methane, a potent greenhouse gas pollutant; businesses generate the majority of our food waste in the region.
- Food waste recovery is an opportunity to create clean energy and soil amendments.
- Voluntary commercial food waste collection has been available to businesses for several years in most of Clackamas County. Collection regionally has plateaued.
- Separating food waste can help a business identify opportunities to reduce costs, reduce waste, or donate edible food.
- This policy will contribute to Oregon's statewide food recovery goal.

How it Has Been Developed

- At direction of Metro Council a policy research process began in 2016.
- A policy development committee with members representing several local governments, including Clackamas County, worked in 2017 and 2018 to advise Metro on their ordinance and administrative rules.
- Prior to adopting their ordinance and administrative rules, Metro conducted a survey and two widespread mailers (a letter and a postcard) alerting food-related businesses of two public comment periods. Businesses' responses were almost all supportive or neutral.
- Metro has worked closely with the Oregon Restaurant and Lodging Association. Though ORLA opposed a requirement, they have been co-developing resources to assist food businesses.
- Metro agreed to provide support to help offset costs to businesses and franchised collectors by:
 - Providing additional funding for staff to provide technical assistance
 - Maintaining a significantly lower rate for commercial food waste disposal (\$66.23/ton) compared to garbage (\$97.45/ton)
 - Making payments directly to franchised collectors to reimburse them where longer transfer routes to Metro Central increases their costs
- Metro Council has directed staff to develop options to ban large quantities of commercial food waste at transfer stations in the years after 2023.

How it Will Work

At direction of the Board, County staff have developed an ordinance amendment consistent with Metro's model ordinance, and vetted it with the Code Committee, County Counsel, and the Solid Waste Commission.

Starting in March 2020, the requirement would initially apply only to large food waste generators (those producing more than 0.5 ton [1,000 pounds] of food waste per week) such as food processors, restaurants, and grocery stores, and then extending to smaller institutions, restaurants, grocers, and schools in 2021 and 2022. Food-related businesses that generate less than 250 pounds of food waste per week are not subject to the requirement. Specifically, Metro's administrative rules require compliance in phases:

Business Group 1	Business Group 2	Business Group 3
March 31, 2020-March 31, 2021	March 31, 2021-Sept. 30, 2022	Sept. 30, 2022-Sept. 30, 2023
≥0.5 ton (1,000 pounds) per week food waste generated	≥0.25 ton (500 pounds) per week food waste generated	≥0.125 ton (250 pounds) per week food waste generated

Businesses may request a waiver from the requirement per criteria laid out in Metro administrative rule. For example, if physical barriers exist that cannot be immediately remedied, or compliance requires unreasonable capital expense, a waiver may be granted.

The food scraps requirement is similar to our 2008 code amendments requiring that businesses recycle basic materials such as metals, paper, and certain plastics. County Code already anticipates the potential for required food waste collection, stating that “All businesses within the County shall comply with waste prevention, recycling and composting requirements as set forth in this Chapter...” (10.03.145).

In unincorporated Clackamas County, food-waste generating businesses already have access to food scraps collection service as an option, which can be included with commercial service. That is, when a business participates, they will not pay an additional fee for food scraps collection. A business subject to this requirement would also receive free indoor containers, signage, training for employees, and assistance setting up a system that works for the business. Costs to provide the service are included within commercial rates.

The ordinance, attached as Exhibit A, makes two primary changes to Chapter 10.03. First, it defines food waste, and second, a new section 10.03.147 outlines the ‘Business Food Waste Requirement.’ Other minor housekeeping level changes are also present in the attachment.

The first reading was held June 13, 2019. The second reading is scheduled for Thursday, July 11, 2019.

County Counsel has reviewed and approved the language of proposed amendments to Chapter 10.03 of the County Code.

RECOMMENDATION

Staff respectfully requests that the Board approve the Ordinance changes after a first and second reading amending Chapter 10.03, Solid Waste and Wastes Management, of the Clackamas County Code.

ATTACHMENT: Ordinance No 04-2019 and Exhibit A

Sincerely,

Dan Johnson, Director
 Department of Transportation & Development

ORDINANCE NO. 04-2019

An Ordinance Amending

Clackamas County Code Chapter 10.03, SOLID WASTE AND WASTES MANAGEMENT, Adopting a Food Waste Collection Requirement for Certain Businesses

WHEREAS, Metro, the regional government, has adopted Resolution No.18-4864 which requires local governments to adopt a food waste collection requirement for certain groups of businesses within the Metro boundary; and

WHEREAS, food represents 18 percent of the region's disposed waste—the largest single material sent to landfill and the largest single recoverable material sent to landfill; and;

WHEREAS, when sent to landfill, food waste contributes to greenhouse gas emissions by generating methane, at least 25 times more potent than carbon dioxide; and

WHEREAS, when separated and recovered, commercial food waste can be channeled into processes that create valuable low-carbon energy and soil amendments;

WHEREAS, food scraps are identified as a primary material for recovery within the Regional Waste Plan which guides our work in the area of solid waste; and

WHEREAS, the State of Oregon Department of Environmental Quality, via Oregon Revised Statutes 459A.010 has set a food waste recovery goal of 25% by 2020;

WHEREAS, the State of Oregon Department of Environmental Quality has added a required food waste collection program for nonresidential generators to the list of menu items available to local governments for compliance with state law under Oregon Administrative Rule 340 Division 90;

WHEREAS, Clackamas County Board of County Commissioners have expressed multiple commitments to address climate change, most recently in Resolution 2017-85, Reaffirming our Commitment to Combat Climate Change signed on July 6, 2017; now, therefore

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 10.03, SOLID WASTE AND WASTES MANAGEMENT, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

Section 2: The Director of the Department of Transportation and Development shall amend administrative regulations in implementation of this amendment.

ADOPTED this _____ day of June, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Exhibit A

Chapter 10.03

10.03 SOLID WASTE AND WASTES MANAGEMENT

10.03.010 Coverage Of Chapter

This chapter shall govern the collection, storage, transportation, and disposal of all solid waste and wastes. It shall also govern recycling, resource recovery, reuse and utilization of solid waste and wastes by franchisees and permittees. It shall govern solid waste management. It creates a program by which persons can be lawfully franchised to collect solid waste and wastes or operate a Disposal Site or Transfer Station, and which provides for franchisees or permittees to engage in recycling, resource recovery, or utilization of solid waste and wastes. No person shall collect solid waste or wastes or recyclable materials or operate a Disposal Site or Transfer Station for compensation or engage in recycling, resource recovery, or utilization of solid waste and wastes or recyclable materials except as provided for by this chapter or the Recycling License chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.020 Purpose and Policy

- A. To protect the health, safety, and welfare of the people of Clackamas County and to provide a coordinated program on accumulation, collection, and disposal of solid waste and wastes and recyclable materials, it is declared to be the policy of Clackamas County to regulate the accumulation, collection, and disposal of solid waste and wastes; the recycling resource recovery and utilization of recyclable materials; and the creation and operation of disposal sites and transfer stations to:
1. Provide for safe and sanitary accumulation, storage, collection, transportation, and disposal of solid waste and wastes and recyclable materials. To accomplish this and other purposes of this chapter, it is the policy of the County and the intent of this chapter that all solid waste and wastes, including materials involved in recycling, resource recovery, reuse and utilization, be collected and transported by those persons holding a collection franchise under this chapter, or by their subcontractors under 10.03.30 A (59) of this chapter, or by those organizations or corporations holding a permit under this chapter, or by a licensee holding a license under the Recycling License Chapter.
 2. Provide for a coordinated solid waste and wastes and recycling collection and disposal program with cities within Clackamas County so as to benefit all citizens of the County.
 3. Provide the opportunity to recycle for every person in Clackamas County.
 4. Provide for a recycling education, promotion and notification program on the reasons for recycling, recycling awareness and how to recycle.

5. Promote application of recycling systems by preventing or reducing at the source, materials which otherwise would constitute solid waste, thereby preserving and enhancing the quality of air, water and land resources.
6. Reduce the amount of solid waste generated; to reuse material for the purpose for which it was originally intended; and to recycle material that cannot be reused.
7. Provide a coordinated countywide program of control of solid waste and wastes and recyclable materials in cooperation with city, regional, Metropolitan Service District, state, and federal programs.
8. Provide for, and encourage research, studies, surveys, and demonstration projects on developing more sanitary, efficient and economical solid waste and wastes and recyclable materials collection and disposal systems and programs.
9. Develop a long-range plan to provide adequate disposal sites and disposal facilities to meet future demands.
10. Provide for cooperation and agreements between Clackamas County, ~~the Metropolitan Service District~~ and other counties involving joint or regional franchising, licensing or permitting of solid waste and wastes disposal; provide for recycling, resource recovery, or utilization of recyclable and solid waste or wastes; and provide for recycling and solid waste and wastes management.
11. Reduce use of highways and roads and encourage highway safety by reducing unnecessary traffic in connection with solid waste and wastes and recyclables in order to encourage economic and efficient collection of same and to reduce wasteful use of fuel, equipment and capital by providing a franchised, licensed and/or permitted collection system.
12. Prohibit the accumulation of solid waste and wastes on private property when such accumulation creates a public nuisance, a health or safety hazard, or a condition of unsightliness and to provide for abatement of the same.
13. Prevent theft or vandalism of source-separated recyclable materials in order to preserve the economic viability of collection, transportation, disposal, storage or utilization of recyclables.
14. Prevent the unauthorized collection, transportation, disposal, storage, reuse or utilization of solid waste or wastes or recyclables.

[Codified by Ord. 05-2000, 7/13/00]

10.03.030 Definitions

- A. For the purpose of this chapter, words used in the present tense include the future; the singular number, includes the plural; the word “shall” is mandatory and not directory; and the term “this chapter” shall be deemed to include all amendments hereafter made to this chapter. The definitions applicable to this chapter are:
 1. BOARD means Board of County Commissioners for Clackamas County.
 2. BUSINESS: any entity of one or more persons, corporate or otherwise, engaged in commercial, professional, charitable, political, industrial, educational, or other activity that is non-residential in nature, including public bodies.

3. CERTIFICATE means permission granted in writing by the Director to operate a Compactor/Train Waste Management System at a multi-family development subject to the criteria to establish said system as required by this chapter.
4. COLLECTION SERVICE means the collection, transportation, storage, or disposal, of solid waste or wastes for compensation, solid waste management and utilization as defined in this chapter, and reuse or recycling of recyclable materials.
5. COLLECTION SERVICE FRANCHISE means the Franchise issued for collection service.
6. COLLECTION SERVICE FRANCHISEE means the person to whom a Collection Service Franchise is granted by the Board.
7. COLLECTION VEHICLE means any vehicle used to collect or transport solid waste or wastes or recyclables.
8. COMMISSION means the solid waste and wastes Disposal Commission established by this chapter hereinafter referred to as the solid waste Commission.
9. COMPACTOR means any self-contained, power-driven, mechanical equipment designed for the containment and compaction of solid waste or wastes or recyclable materials.
10. COMPENSATION includes any type of consideration paid for service including, but not limited to, rent, the sale of recyclable materials, and any other direct or indirect provisions for payment of money, goods, or benefits by tenants, members, licensees, or similar persons. It shall also include any exchange of services, including the hauling of solid waste and wastes. Compensation includes the flow of consideration from the person owning or possessing the solid waste or wastes to the person collecting, storing, transporting, or disposing of solid waste or wastes.
11. COMPOST means the end product resulting from composting, commonly known as humus or soil amendments.
12. COMPOSTING means a controlled biological decay of organic waste where moisture, heat, bacteria, earthworms and microorganisms found in nature transforms the organic waste into compost in a manner which does not create offensive odors, a health or safety hazard, or a condition of unsightliness.
13. CONTAINER means a receptacle, one (1) cubic yard or larger in size, used to store solid waste or wastes or recyclable material, but not a drop box or compactor.
14. COUNTY ROAD means shall mean a public road under the jurisdiction of Clackamas County that has been designated as a County road pursuant to ORS 368.016.
15. CURBSIDE or ROADSIDE means a location within three (3) feet of a County Road, Public Access Road, State Road or Federal Road. This does not allow the garbage or recycling receptacle to be placed on the inside of a fence or enclosure even if the receptacle is within three (3) feet has said road or roads. For residences on “Flag Lots”, private roads, or driveways, “Curbside or Roadside” shall be the point where the private road or driveway intersects a County Road, Public Access Road, State Road or Federal Road.

16. DEPARTMENT means the State of Oregon Department of Environmental Quality, cited as D.E.Q.
17. DIRECTOR means ~~t~~The Director of the Department of Transportation and Development of Clackamas County, or his/her authorized representative.
18. DISPOSE OR DISPOSAL includes accumulations, storage, collection, transportation and disposal of solid waste and wastes or recyclable materials.
19. DISPOSAL FRANCHISE means a franchise to create or maintain a disposal site.
20. DISPOSAL SITE means any land and facilities used for the disposal, handling or transfer of, or resource recovery from, solid waste and wastes including but not limited to dumps, landfills, sanitary landfills and composting plants, but does not include a landfill site which is not used by the public either directly or through a service and which is used by the owner or tenant thereof to dispose of soil, rock, or nonputrescible industrial waste products resulting from the process of manufacturing.
21. DROP BOX means a single container designed for the storage and collection of large volumes of solid waste or wastes or recyclable materials, which is usually ten (10) cubic yards or larger in size, and provides for transportation of large volumes of solid waste or wastes or recyclable materials and is transported to a disposal site for transfer, land-filling, recycling, materials recovery or utilization and then emptied, and returned to either its original location or some other location.
22. EQC means the Environmental Quality Commission of Oregon, cited as EQC.
23. ENERGY RECOVERY means recovery of all energy forms from any part of solid waste or wastes materials.
24. EXCHANGE means a mutual act of giving or taking of one item or service for another. This includes any transaction into which money enters either as the consideration or as a basis of measure.
25. FAIR MARKET VALUE means the cash price (or its equivalent in terms of savings on collection and disposal fees) that is at least equal to the cost of collection and disposal of a recyclable material or group of recyclable materials, that would be purchased or exchanged between the collector of said recyclable material or group of recyclable materials and the generator of said recyclable material or group of recyclable materials. Collection includes type, frequency, condition and extent of collection service, together with education and promotion for said service.
26. FAIR MARKET VALUE EXEMPTION means the exemption set forth under ORS 459A.075 wherein a source-separated recyclable material must be purchased from the generator, or exchanged between the generator and the franchisee or licensee with a resulting measurable savings in solid waste collection or disposal cost to the generator, in order to qualify for the exemption.
27. FOOD WASTE is solid waste generated from the distribution, storage, preparation, cooking, handling, selling or serving of food for human consumption. Food waste includes but is not limited to excess, spoiled or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, rinds, and peels. Food waste does not include liquids or large

amounts of oils and meats which are collected for rendering, fuel production or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly and is accepted for donation by a charitable organization or any food collected to feed animals in compliance with applicable regulations.

~~27:28.~~ FRANCHISE means a franchise granting the right and responsibility to provide collection service, a disposal site, or a transfer station pursuant to Section 10.03.140 of this chapter.

~~28:29.~~ HEALTH OFFICER shall mean the Health Officer of Clackamas County or his/her duly authorized representative.

~~29:30.~~ HAZARDOUS WASTE means solid waste or wastes that may, by itself or in combination with other waste, be infectious, explosive, poisonous, caustic, toxic, or otherwise dangerous or injurious to human, plant or animal life.

~~30:31.~~ INCINERATOR means a combustion device specifically designed for the reduction by burning of solid, semi-solid or liquid combustible wastes.

~~31:32.~~ INFECTIOUS WASTE means biological waste including medical waste described as:

- a. Blood and blood products, excretions, exudates, secretions, suctioning and other body fluids that cannot be directly discarded into a municipal sewer system, including solid or liquid waste from renal dialysis and waste materials reasonably contaminated with blood or body fluids.
- b. Cultures and stocks of etiologic agents and associated biologicals, including specimen cultures and disks and devices used to transfer, inoculate and mix cultures, wastes from production of biologicals and serums and discarded live and attenuated vaccines; but does not include throat or urine cultures.
- c. Sharps that have been removed from their original sterile containers, including needles, I.V. tubing with needles attached, scalpel blades, lancets, glass tubes that could be broken during handling, and syringes.
- d. Pathological waste, including biopsy materials and all human tissues, anatomical parts that emanate from surgery, obstetrical procedures, autopsy and laboratory procedures and animal carcasses exposed to pathogens in research, the bedding of the animals and other waste from such animals. Pathological waste does not include formaldehyde or other preservative agents.

~~32:33.~~ INOPERABLE VEHICLE for the purpose of the Nuisance Abatement provisions of this chapter, shall mean a vehicle designed for use on a public highway which has been left on public or private property thirty (30) days or more and is not currently licensed, or not in operating condition, or which has been extensively damaged, vandalized or stripped, including, but not limited to, missing wheels, tires, motor or transmission. An inoperable vehicle shall not mean an unlicensed operable vehicle or vehicles, which are used on private property for the production, propagation or harvesting of agricultural products grown or raised on such lands.

- ~~33-34.~~ LANDFILL means a disposal site operated by means of compacting and covering solid waste or wastes at specific designated intervals, but not each operating day.
- ~~34-35.~~ LICENSE means permission granted (pursuant to the Recycling License Chapter) by the Director to a person to engage in a business or occupation or in an activity, which would otherwise be unlawful, for the purpose of providing recycling services which include collection, storage, reuse and utilization of recyclable materials.
- ~~35-36.~~ MATERIAL RECOVERY means any process of obtaining from solid waste materials that still have useful physical or chemical properties and can be reused or recycled.
- ~~36-37.~~ METROPOLITAN SERVICE DISTRICT (METRO) means a district organized under ORS Chapter 268 and exercising solid waste authority granted to such district under ORS Chapters 268, 459 and 459A.
- ~~37-38.~~ NON-PROFIT CIVIC COMMUNITY, BENEVOLENT, OR CHARITABLE CORPORATION OR ORGANIZATION means a Corporation or organization whose purpose is civic, community, benevolent, or charitable in nature, which distributes no part of its income to its members, directors or officers and which is not organized for purposes of profit, nor for the purpose of solid waste or wastes collection service. This may include but not be limited to churches, private or public schools, Boy Scouts, United Way, Lions and Kiwanis clubs or similar non-profit corporations or organizations.
- ~~38-39.~~ NON-PUTRESCIBLE MATERIALS for purposes of this chapter shall include, but not be limited to, inoperable vehicles; vehicle parts; tires; residential, commercial and industrial appliances, equipment and furniture; scrap metal; residential, commercial and industrial building demolition or construction waste; plastic; glass; cardboard; and wastepaper.
- ~~39-40.~~ NUISANCE means the unlawful use by a person of real or personal property contrary to the terms of this chapter.
- ~~40-41.~~ ON-ROUTE COLLECTION means the pick up of source-separated recyclable materials from the generator at the place of generation.
- ~~41-42.~~ OPERABLE VEHICLE means a vehicle that is currently licensed and in operating condition to be used on a public road or highway.
- ~~42-43.~~ ORGANIC WASTE includes but is not limited to yard debris, dust, wood, sod, manure, agricultural and fruit and vegetable waste, and paper recyclable material which are generally a source of food for bacteria.
- ~~43-44.~~ PERMIT means permission granted in writing by the Director to a non-profit organization or corporation that shall contain conditions for the collection of recyclable materials.
- ~~44-45.~~ PERSON means, and includes: individuals, members, corporations, cooperatives, associations, firms, partnerships, joint stock companies, trusts and estates, municipalities, and any other legal entities whatsoever.
- ~~45-46.~~ PUBLIC ACCESS ROAD shall mean any public road under the jurisdiction of Clackamas County which is not a County Road, State Highway, Federal Road, or road within the corporate limits of any city.

- 46-47. PURCHASE means the legal transmission of property from one person to another through a voluntary act or agreement, with compensation in the form of money paid or to be paid, by a buyer to a seller of the property.
- 47-48. PUTRESCIBLE MATERIAL means solid waste or wastes, including: bones; meat and meat scraps; fat; grease; fish and fish scraps; food containers or products contaminated with food wastes, particles or residues; prepared vegetable and fruit food wastes or scraps; manure; feces; sewer sludge; dead animals or similar wastes which cause offensive odor or create a health hazard, or which are capable of attracting or providing food for potential disease carriers, such as birds, rodents, flies and other vectors.
- 48-49. RECEPTACLE means a can, cart, container, drop box, compactor, recycling bin, or any other means of containment of solid waste or wastes or recyclable materials.
- 49-50. RECYCLING means the process by which waste materials are transformed into new products in such a manner that the original products lose their identity. It shall also include the collection, transportation or storage of products by other than the original user or consumer, giving rise to the product being in the stream of commerce for collection, disposal, recycling, resource recovery or utilization.
- 50-51. RECYCLING DEPOT means a center, depot, drop box, or other place for receiving source-separated recyclable materials with or without compensation. This shall not include a salvage, junk or auto wrecking yard.
- 51-52. RECYCLABLE MATERIAL means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same materials.
- a. Residential - A group of recyclable materials as designated from time to time by the Department of Environmental Quality or the County.
 - b. Commercial/Industrial - Recyclable materials that are purchased or exchanged for fair market value from commercial or industrial sources.
 - c. Exemption - An inoperable vehicle commonly designed of ferrous metals is not included as a recyclable material.
- 52-53. REGULATIONS mean regulations promulgated by the Board or Director pursuant to this chapter.
- 53-54. RESOURCE RECOVERY means any process of obtaining from solid waste and wastes, materials which still have useful physical or chemical properties after serving a specific purpose, and therefore can be reused or recycled for the same or other purpose.
- 54-55. REUSE means the return of a commodity into the economic stream for use in the same or similar kind of application as before, without change in its identity.
- 55-56. SERVICE means the collection, transportation storage, disposal, solid waste management and utilization by a private company of solid waste or wastes or recyclable materials for compensation.
- 56-57. SERVICE AREA means the geographical area, in which service, other than operation of a disposal site is provided.
- 57-58. SIGHT OBSCURING SCREEN means a structure or partition which is a minimum of six (6) feet in height, built for the purpose of separating properties, or uses, and arranged in such a way as to obscure normal human vision.

- 58-59. SOLID WASTE OR WASTES shall include all putrescible and non-putrescible waste, including but not limited to, garbage; compost; organic waste; yard debris; brush and branches; land-clearing debris; sewer sludge; residential, commercial and industrial building demolition or construction waste; discarded residential, commercial and industrial appliances, equipment and furniture; discarded, inoperable or abandoned vehicles or vehicle parts and vehicle tires; special vehicles and equipment that are immobile and/or inoperable, mobile homes or trailer houses which are dilapidated, partially dismantled or fire damaged; manure; feces; vegetable or animal solid and semi-solid waste and dead animals; and infectious waste. Waste shall mean useless, unwanted or discarded materials. The fact that materials which would otherwise come within the definition of solid waste may, from time to time, have value and thus be utilized shall not remove them from the definition. The terms solid waste or wastes do not include:
- a. Environmentally hazardous wastes as defined in ORS Chapter 466.
 - b. Materials used for fertilizer or for other productive purposes on land in agricultural operations in the growing and harvesting of crops or the raising of fowl or animals. This exception does not apply to the keeping of animals on land which has been zoned for residential non-agricultural purposes.
 - c. Septic tank and cesspool pumping or chemical toilet waste;
 - d. For purposes of Section 10.03.140 to 10.03.330 of this chapter, reusable beverage containers as defined in ORS 459A.
 - e. Source-separated, principal recyclable materials as defined in ORS 459A and the rules promulgated thereunder and under this chapter, which have been purchased or exchanged for fair market value, unless said principal recyclable materials create a public nuisance pursuant to Section 10.03.060 to 10.03.080 of this chapter.
 - f. Applications of industrial sludge or industrial waste by-products authorized through a Land Use Compatibility Statement or Management Plan approval and that have been applied to agricultural lands according to accepted agronomic practices or accepted method approved by the Land Use Compatibility Statement or Management Plan, but not to exceed 100 dry tons per acre annually.
 - g. Stabilized municipal sewage sludge applied for accepted beneficial uses on land in agricultural, non-agricultural, or silvicultural operations. Sludge derived products applied for beneficial uses on land in landscaping projects.

59-60. SOLID WASTE AND WASTES MANAGEMENT means the management of the accumulation, storage, collection, transportation, treatment, processing and final disposal or utilization of solid waste and wastes or resource recovery from solid waste, and facilities necessary or convenient to those activities. The Collection Franchisee may contract with another person to provide service of any type under the Franchisee's Collection Service Franchise, but the Collection Franchisee shall remain ultimately responsible for solid waste and wastes management in the Collection Franchisee's franchised area.

- ~~60-61.~~ 61-62. SOLID WASTE STREAM means the total flow of solid waste and wastes and recyclable materials from residential, institutional, commercial, agricultural, construction and industrial generators to disposal and utilization facilities.
- ~~61-62.~~ 62-63. SOURCE-SEPARATED MATERIALS means that the person who last uses recyclable material separates the recyclable material from other solid waste.
- ~~62-63.~~ 63-64. SPECIAL VEHICLE OR EQUIPMENT for purposes of this chapter, shall include, but not be limited to, a travel or camp trailer, motor home, boat, recreational vehicle, tractor or farm implement, utility trailer, stock trailer, semi-trailer, motorcycle, snowmobile or any other equipment or mechanism designed to serve a special purpose or perform a special function.
- ~~63-64.~~ 64-65. SUBCONTRACT means a written contract for the performance of all or a portion of Franchised Collection Service.
- ~~64-65.~~ 65-66. TRANSFER STATIONS means a fixed or mobile facility normally used as an adjunct of a solid waste management system between a collection route and disposal site including, but not limited to, a stationary compaction drop box facility, processing center, railroad gondola, barge or facility that accepts solid waste or wastes for the purpose of removing the solid waste or wastes to a disposal site or utilization center.
- ~~65-66.~~ 66-67. TRANSFER STATION FRANCHISE means a Franchise to create or maintain a transfer station.
- ~~66-67.~~ 67-68. URBAN GROWTH BOUNDARY means that boundary adopted by the Metropolitan Service District pursuant to ORS 268.390.
- ~~67-68.~~ 68-69. UTILIZATION, and the terms utilize, utilization, or utilization of solid waste or wastes shall mean productive use through recycling, reuse, salvage, resource recovery, energy recovery, or land filling for reclamation, habitation, or rehabilitation of land.
- ~~68-69.~~ 69-70. WASTE REDUCTION means the reduction of solid waste, or of wastes generated, or of wastes that would otherwise be land filled.
- ~~69-70.~~ 70-71. WASTESHED means an area of the State having a common solid waste Disposal System, as designated by the Environmental Quality Commission, as an appropriate area of the State within which to develop a common waste reduction program.
- ~~70-71.~~ 71-72. WASTESHED AGENT means a person identified as the representative for the wasteshed to act as a contact between the affected persons in a wasteshed and the Department of Environmental Quality (D.E.Q.) and METRO in matters relating to waste reduction and to the D.E.Q. Recycling Report.
- ~~71-72.~~ 72-73. YARD DEBRIS means grass clippings, leaves, tree and shrub pruning of no greater than four (4) inches in diameter, or similar yard and garden vegetation. Yard debris does not include dirt, sod, stumps, logs, tree and shrub pruning greater than four (4) inches in diameter, or rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or non-putrescible material.
- ~~72-73.~~ 73-74. YARD DEBRIS PROCESSING CENTER means a facility which processes yard debris into compost or other products, through controlled mechanical and/or biological means.

[Codified by Ord. 05-2000, 7/13/00; Subsection 2 added and subsection 61 amended by Ord. 04-2009, 7/9/09]

10.03.040 Administration

The Director, under the supervision of the Board, shall be responsible for the administration and enforcement of this chapter. In order to carry out the duties imposed by this chapter, the Director shall have authority to administer oaths, certify to all official acts, subpoena and require the attendance of witnesses at public hearings before the Commission or the Board; require production of relevant documents at public hearings; swear in witnesses; take testimony of any person by deposition; enter or authorize personnel to enter upon the premises of any person regulated by this chapter at reasonable times to determine compliance with this chapter and with the regulations promulgated by the Board pursuant thereto. [Codified by Ord. 05-2000, 7/13/00]

10.03.050 Persons and Agencies Exempted

- A. Except as specifically provided by Section 10.03.060 to 10.03.080, this chapter shall not apply to:
1. areas within the incorporated limits of any city, or to Federal or State agencies, unless said city or agency enters into an intergovernmental agreement with the County for solid waste and wastes management services under this chapter; or
 2. Those who contract with such agencies as to the terms or rates to be charged for the collection, storage, transportation, disposal or utilization of solid waste or wastes. This exemption shall not apply to a disposal site or transfer station operated by a franchise holder under this chapter.
 3. Those persons who hold a valid, waste tire storage or carrier permit pursuant to OAR Chapter 340. Such persons shall not be regulated by Section 10.03.330 of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.060 Solid Waste or Wastes Accumulation Prohibited

- A. Except as provided in subsection D of this Section, no person shall store, collect, maintain, or display on private property, solid waste or wastes or recyclable material that is offensive or hazardous to the health and safety of the public, or which creates offensive odors, or a condition of unsightliness. Storage, collection, maintenance, or display of solid waste or wastes in violation of this Section shall be considered to be a public nuisance which may be abated as provided in 10.03.070 of this chapter.
- B. In addition to the provisions of subsection A, the following conditions or actions are also specifically identified as creating a public nuisance under this chapter:
1. Placing a tarp, plastic, cloth, or similar screening apparatus over or around solid waste or wastes for purposes of keeping it out of sight from the road or surrounding properties.
 2. Placing a tarp, plastic, cloth, or similar screening apparatus over or around solid waste or wastes that is stored in a utility trailer, pickup truck, semi-trailer or similar device for purposes of keeping it out of sight from the road or surrounding properties.
 3. Constructing a tire fence for any purpose.

4. Storing waste tires except as permitted pursuant to OAR Chapter 340.
 5. Storing putrescible waste, whether it is visible or not visible from the road or adjacent properties, that is not kept in a rodent proof container with a tight fitting lid, and not removed from the property to an authorized disposal facility within seven (7) days.
 6. Composting which causes offensive odors, or creates a health hazard, or which is capable of attracting or providing food for potential disease carriers such as birds, rodents, flies and other vectors.
 7. Storing, collecting, maintaining, or displaying any licensed or unlicensed special vehicle or equipment that is immobile, inoperable, partially dismantled or dismantled, dilapidated, or fire damaged and is visible from the road or surrounding properties.
 8. Storing, collecting, maintaining, or displaying a mobile home or trailer house, which is dilapidated or partially dismantled, or fire damaged, and is visible from the road or surrounding properties.
 9. Storing, collecting, maintaining or displaying: residential, commercial and industrial appliances, equipment and furniture; vehicle parts; tires; scrap metal, or any other useless, unwanted or discarded material, or other similar non-putrescible solid waste or wastes, that is visible from the road or surrounding properties.
 10. Storing, collecting, maintaining or displaying any antique, classic, race car or collectible vehicle that is inoperable and is visible from the road or surrounding properties.
 11. Storing any inoperable vehicle or vehicles unless said vehicle or vehicles are housed within a permitted structure or development, except up to two vehicles per premise may be stored behind a sight-obscuring screen, in accordance with 10.03.060 C, and shall not be visible from the road or surrounding properties. For purposes of this Subsection 11, two or more contiguous tax lots that are under common ownership shall be considered one premises.
 12. When commercial, industrial, multi-family or residential developments that use a compactor or compactors for on-site waste management, do not keep the areas around the compactor free of solid waste and debris, and washed down on a regular basis.
- C. Any sight obscuring screen used to abate a solid waste nuisance shall consist of one of the following options:
1. Construct a wood fence unpainted or painted with neutral or earth tone colors of which the upright posts shall consist of a decay resistive material a minimum of four (4) inches in diameter and anchored a minimum of two (2) feet below ground level. There shall be a maximum post separation of eight (8) feet. The railings shall be a minimum of 2-inch by 4-inch lumber with the 4-inch side attached vertically to the posts. The attached vertical or horizontal fence boards shall be set with a maximum separation of 1/4 inch.
 2. Construct a metal fence consisting of chain link or woven fabric with metal upright posts anchored a minimum of two (2) feet below ground level with metal railings and connectors. Water and insect resistive wood or plastic slats shall be

inserted in the chain link or woven fabric, with a maximum separation of 3/8 inch between slats.

3. Construct a combination fence consisting of metal sheeting attached to wood framing as defined in Section C 1 above, or durable metal framing, which is painted a neutral or earth tone color.
4. Construct a wall consisting of solid material, built of concrete, masonry, brick, stone or other similar materials or combinations thereof.
5. Construct an earthen berm consisting of dirt, soil, sand, clay or any combination thereof and shall be planted with grass and/or ornamental plantings and shall be maintained at all times.
6. Plant a hedge consisting of evergreen plantings or other ornamental plantings a minimum of six (6) feet in height, planted not more than two (2) feet on center and which is maintained at all times.

In addition to the minimum fencing requirements, wood, metal, masonry fences or combination thereof greater than six (6) feet in height are subject to County review pursuant to the Oregon State Uniform Building Code, and all earthen berms are subject to County review pursuant to the County's Grading and Excavation Chapter.

For purposes of this chapter, no sight obscuring screen shall be located, placed, constructed or installed contrary to the Clackamas County Zoning and Development Ordinance.

- D. 10.03.060 to 10.03.080 of this chapter do not apply to:
1. Areas within the limits of incorporated cities unless a city enters into an Intergovernmental Agreement with the County for solid waste and wastes management services under this chapter.
 2. Disposal sites and transfer stations franchised under provisions of 10.03.180 to 10.03.210 of this chapter, provided that such disposal sites and transfer stations comply with rules promulgated by any State agency under ORS Chapter 459 and regulations adopted by Clackamas County pursuant to this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.070 Abatement of Nuisance

- A. The Director, which by definition includes an authorized representative, upon the written or oral complaint of any person, may make an investigation to determine whether or not storage, collection, maintenance, display or illegal dumping of solid waste or wastes is in violation of 10.03.060 or 10.03.080 of this chapter or if any person is in violation of 10.03.145 or 10.03.147. For the purpose of such investigation the Director may enter upon private property at reasonable times to determine compliance.
- B. If, after investigation, the Director finds that a nuisance does exist as defined by 10.03.060 or 10.03.080 of this chapter, a notice shall be mailed to the property owner and/or person in possession by regular mail, giving them not less than ten (10) days to abate the nuisance. The notice to abate shall contain:
1. A description of the property by tax lot number and/or address.

2. The length of time in days that the property owner and/or person in possession has to abate the nuisance, from the receipt of the notice to abate.
 3. A description of the nuisance to be abated.
 4. A statement that unless the nuisance is abated by the property owner and/or person in possession within the given length of time, the County will cause the nuisance to be abated.
 5. That the costs of the nuisance abatement and/or civil penalties shall be collected from the owner and/or person in possession of the property, and may be made a lien against the property.
- C. If the owner and/or person in possession of the property does not remove the solid waste or wastes so that no nuisance exists within the time specified by the Director pursuant to subsection B of this Section, the Director shall:
1. Order the violation referred to the Compliance Hearings Officer pursuant to the Compliance Hearings Officer Chapter and the rules and regulations promulgated thereunder for abatement of the nuisance, which may result in the imposition and collection of a civil penalty for the violation and/or costs of the nuisance abatement, and which if not paid, may be made a lien against the property; or
 2. Order County Counsel to institute injunction, mandamus, or abatement proceedings which may result in a court order and the imposition and collection of a civil penalty for the violation; or
 3. Order a notice to be issued and served upon the owner of the property and the occupant of the property where the nuisance is alleged to be maintained, requiring the owner and/or person-in-possession occupant to appear before the Board at a time and place named in the notice, to show cause why a nuisance should not be declared to exist. The time for appearance shall not be less than ten (10) days after the service of the notice. The notice shall be served in the manner provided by law for the service of Summons. At the time and place fixed in the notice issued by the Board, the Board shall hold a hearing on the question of the existence of the nuisance and shall have power to subpoena witnesses to compel their attendance. If, after the hearing, the Board finds that a nuisance exists, it shall declare the existence of a nuisance by Order entered in its Journal, and shall order the nuisance abated within thirty (30) days after the entry of the Order. If the owner and/or person in possession of the property fails to abate the nuisance within thirty (30) days after the entry of the Order of the Board, the Board may direct the County Counsel's Office of Clackamas County to institute suit in the name of Clackamas County for the abatement of the nuisance or the Board may direct the Director or his/her representative to cause the nuisance to be abated by removing from the subject property the solid waste or wastes found to be the cause of such nuisance.
- D. In an emergency, the Director may order summary abatement of a nuisance. For purposes of this section, an emergency exists when the Director has reasonable cause to believe that a nuisance constitutes an immediate danger to the public health, safety and welfare. The Director shall not be required to give notice as set forth in subsection B of this section before proceeding with summary abatement. If the Director elects to proceed with summary abatement without prior notice to the owner, then notice of the action taken for abatement shall be sent to the owner immediately after it has been accomplished. When

summary abatement of the nuisance is ordered, the nuisance shall be abated by the County's own forces, or forces contracted by the County.

- E. If either the Board or the Compliance Hearings Officer declares that a nuisance exists and the owner and/or person in possession does not remove the solid waste or wastes within the time specified, then the removal from the subject property of the solid waste or wastes found to be the cause of the nuisance may be done by the County, by contract or the utilization of County personnel and County equipment.
1. Where the Director determines that said removal would not be best accomplished by County personnel and County equipment, s/he shall (unless public bidding is otherwise required) contact the franchised collector of the area where the nuisance exists, providing said collector has the available equipment and personnel to remove the type of solid waste or wastes that was found to be the cause of the nuisance. The collector shall be given the option of removing the nuisance or refusing the job. If the collector accepts the job, s/he shall charge his/her approved hourly rate for cleanups. If the collector refuses the job, or does not have the available equipment or personnel, the Director may contract with another person to abate the nuisance. The Director shall keep an accurate record of expenses incurred by the County in abating the nuisance and shall submit a copy of this record to the County Clerk for filing.
 2. After the removal of the solid waste or wastes by the County, the Director shall forward to the property owner and the person in possession by registered or certified mail, a notice stating:
 - a. The total cost of the nuisance abatement.
 - b. That the cost as indicated will be assessed to, and become a lien against, the property unless paid within thirty (30) days from the date of the notice.
 - c. That, if the owner or the person in possession of the property objects to the cost of the abatement as indicated, s/he may file a written notice of objection with the County Clerk not more than ten (10) days from the date of the notice.
 3. If within ten (10) days the written statement of objection as provided for in 2 C of this section is filed, the Board or the Compliance Hearings Officer, whichever has declared the nuisance, shall in its regular course of business herein determine the objections to the cost to be assessed. If the nuisance has been summarily abated, the Compliance Hearings Officer shall determine any objections to the costs to be assessed, or challenges to the need for summary abatement, and the County shall have the burden of proving by a preponderance of the evidence that a nuisance existed, and that the manner and costs of abatement were reasonable.
 4. If the costs of the abatement are not paid within thirty (30) days from the date of notice, or from the date of the determination by the Board or Compliance Hearings Officer of the cost to be assessed pursuant to a written statement of objection, an assessment of the costs as stated or as determined by the Board or Compliance Hearings Officer shall be made. An assessment of costs by the Board shall thereupon be entered in the docket of County Liens, and upon such entry being made, shall constitute a lien on the property from which the nuisance was removed and abated. The lien shall be enforced in the same manner as liens for street improvements are enforced, and shall bear interest at the legal rate

established by State statutes for judgments from the date of entry of the lien in the Lien Docket. An error in the name of the property owner or person in possession shall not void the lien, nor will failure to receive the notice of the proposed lien render the lien void. An assessment of costs by the Compliance Hearings Officer may be collected in the same manner as any other debt allowed by law.

5. Where the nuisance is abated by the removal of the nuisance by the County, the County and its officers and employees shall not be liable for any trespass or conversion as to any real or personal property.
- F. The provisions of this Section are in addition to, and not in lieu of, the penalty and enforcement procedures provided for in Section 10.03.390 and Section 10.03.400 of this chapter.

[Codified by Ord. 05-2000, 7/13/00; Subsection B amended by Ord. 04-2009, 7/9/09]

10.03.080 Unauthorized Dumping Prohibited

- A. Except as provided in subsection C of this Section, it shall be unlawful to dispose of solid waste or wastes at any other place other than a disposal site approved by the Board, DEQ, or the Metropolitan Service District. The Board will, upon recommendation of the Commission, designate in writing the places at which solid waste and wastes collected in the County shall be disposed of.
- B. No person shall use, or permit to be used, any land within unincorporated areas of the County as a public or private disposal site, unless recommended by the Commission and approved by the Board.
- C. Persons desiring to bury or dispose in any manner of their own, domestic solid waste or wastes generated on that subject property under their ownership, may do so in accordance with rules promulgated pursuant to ORS Chapter 459 and 459A and regulations promulgated by the Director pursuant to this chapter, provided that:
 1. The subject property is located outside the urban growth boundary;
 2. The subject property is a minimum of five (5) acres in size;
 3. The solid waste or wastes is buried at least one hundred (100) feet from the nearest well;
 4. The solid waste or wastes is buried at least one hundred (100) feet from adjacent property lines, except property lines between contiguous tax lots under common ownership;
 5. The solid waste or wastes is not buried within one hundred (100) feet of a jurisdictional wetland, natural or manmade drainage way, creek, stream, river, pond or lake; and
 6. The solid waste or wastes shall not fall within the DEQ definition of special or hazardous waste given the term in ORS Chapter 466.005; household hazardous waste as defined in ORS Chapter 459.005; or infectious waste as defined in ORS Chapter 459.386.
- D. If any person uses a motor vehicle or other type of device that is so identified in the transport and illegal dumping of solid waste or wastes in any area of the unincorporated limits of the County, said identified motor vehicle or device shall be subject to impoundment by order of the Board. Such identified motor vehicle or device, if so impounded, shall be placed in storage and remain in custody of such persons authorized

to receive the same, and be held as security in addition to any such fine or costs that may be assessed to further secure the clean-up and removal cost of any such solid waste and wastes so unlawfully deposited in violation of this chapter. In addition to the right of impoundment as provided in the preceding paragraph, if the violator, owner, or operator of said identified motor vehicle or device, or any party asserting lawful claim to said identified motor vehicle or device, fails to redeem said motor vehicle or device, or fails to post an adequate bond as security for the clean-up and relocation and removal of the solid waste and wastes that violated this chapter, then the Board authorized to enforce this chapter shall publish a notice of sale in a newspaper of general circulation in the County of Clackamas in conformity with applicable notice provisions of the law for repossession of said identified motor vehicles or devices. The Board shall be empowered to sell said identified motor vehicles or devices so impounded in satisfaction of said lien or costs and expenses for the removal of solid waste or wastes illegally dumped in the unincorporated areas of the County. If there is any money remaining after the costs of clean up are paid, said money shall be reimbursed to the owner of the identified motor vehicles or devices that were sold to pay for the cost of said clean up.

- E. No person shall discard, deposit, throw, permit to be thrown, place or cause to be placed, or drain any rubbish, trash, debris, garbage, solid waste or wastes in a manner prohibited by ORS 164.775, 164.785 or 164.805. Any person violating this subsection shall be subject to a civil penalty to enforce the provisions of this subsection pursuant to ORS 459.108.
- F. No person shall throw or place, or direct another person to throw or place, any rubbish, trash, debris, and garbage, solid waste or wastes in the receptacles of another person without the permission of the owner.

[Codified by Ord. 05-2000, 7/13/00]

10.03.090 Solid Waste Commission

Under this solid waste and wastes management Chapter, there is hereby created a solid waste commission of seven members:

- A. Director of the Department of Transportation and Development or his/her authorized representative.
- B. Health Officer or his/her authorized representative.
- C. One Member of the public.
- D. One Member of the public.
- E. One Member of the public.
- F. One Collection Service Franchise holder.
- G. One Collection Service Franchise holder.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

10.03.100 Bylaws

The solid waste commission shall have the power to promulgate such bylaws as may be necessary for the efficient operation of the commission. Bylaws that are inconsistent with any provisions of this Chapter shall be void.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

10.03.110 Duties of the solid waste Commission

In addition to other duties prescribed by this chapter, the Commission shall:

- A. Make an annual report containing its recommendations, if any, regarding proposed changes or additions to regulations promulgated by the Board or amendments to this chapter, for the purpose of carrying out the intent of this chapter.
- B. Cooperate with any regional or state authority, such as Metro (Metropolitan Service District) or D.E.Q., to develop a long-range plan to provide adequate disposal sites and disposal facilities to meet future demands and for regional disposal sites. If an authorized regional or state authority sites such a facility, the plan for such a site shall be recommended to the Board for approval.
- C. Promote community involvement and make recommendations to the Board for wastes reduction and recycling programs.
- D. Monitor franchise agreements between Clackamas County and its franchised solid waste collectors, and make recommendations to the Board to grant, modify or revoke a franchise. The Commission shall also hear all appeals for the granting, modifying, or revoking of permits or licenses issued by the Director.
- E. Review collection fee changes and make recommendations to the Board for a specific action.
- F. Make recommendations to the Department of Environmental Quality, Metropolitan Service District, and local political jurisdictions regarding local and regional policy and legislative changes in solid waste Management.
- G. At the request of the Director, or upon a written request by a person, review the Department of Transportation and Development's enforcement action regarding solid waste nuisance abatement appeals, as provided in 10.03.040 and 10.03.060 of this chapter.
- H. Review changes in legislation affecting solid waste and materials management and recycling in the County and make recommendations to the Board for appropriate action.
- I. Perform such other acts or duties as directed by the Board or as established by other chapters as may be necessary, proper, or desirable to carry out effectively the functions and duties of the Commission.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 03-2016, 8/11/16]

10.03.120 Regional solid waste Commission

If agreement is reached with one or more counties pursuant to 10.03.370 of this chapter for regional cooperation in the collection, disposal or utilization of solid waste or wastes, the solid waste Commission shall serve on a Regional Committee established to advise the Board of Commissioners or County Courts of the affected counties.

[Codified by Ord. 05-2000, 7/13/00]

10.03.130 Regulation

Upon recommendations of the Commission or Board, the Director may promulgate regulations pertaining to administration of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.140 Persons, Activities and Practices Regulated

- A. Except as provided in 10.03.050 of this chapter, it shall be unlawful for any person to store, collect, transport, or dispose of any solid waste or wastes for compensation unless such person is franchised, in accordance with the provisions of Section 10.03.140 to 10.03.330 of this chapter, or is a subcontractor of a Collection Service Franchise holder under Section 10.03.260.
- B. Except as provided in 10.03.050 and Section 10.03.140 of this chapter, it shall be unlawful for any person to create or maintain a disposal site unless METRO, DEQ and the County approve such site.
- C. Except as provided in 10.03.050 and Sections 10.03.140 to 10.03.330 of this chapter, it shall be unlawful for any person to create or maintain a Transfer Station unless METRO, DEQ and the County approve such site.
- D. No person shall collect, transport, or dispose of any solid waste or wastes or recyclable material of their tenant. The only exceptions are:
 - 1. The use of an on-site compactor at multi-family developments whereby said development owners, management, or their employees transport the on-site containers and empty their contents into the compactor, subject to the following conditions:
 - a. The development owner, management, their employees or agents shall apply for and receive an annual certificate, on forms provided by the County, prior to installing said system and shall pay an annual certification fee in an amount established by the County. The certificate shall require the owner, management, their employees or agents to comply with all criteria of this subsection. After final inspection by the County, when it is determined that the development owners, management, their employees or agents have complied with the criteria of this subsection, the County shall issue a Certificate of Compliance.
A certificate holder shall be required to apply annually for re-certification not less than ninety (90) days prior to expiration of the original certification. Continued certification shall be subject to approval by the County, and payment of the annual re-certification fee.
 - b. The collection service for the compactor shall be provided by a Collection Service Franchisee or the Franchisee's authorized subcontractor.
 - c. The compactor and containers shall be compatible with the Collection Service Franchisee's or the Franchisee's subcontractor's equipment. The cost of retrofitting any collection equipment shall be the responsibility of the owners of the compactor.
 - d. All manufacturer standards for proper use and maintenance of said equipment shall be followed. In addition, the weight of said equipment and its contents when transported for disposal should not exceed the legal weight limits of state and local laws or the Collection Service Franchisee's

equipment. Any costs associated with overweight violations on public roadways, including the costs of citations and down time, shall be the responsibility of the development owners, management, their employees or agents.

- e. Collection service for the compactor shall be provided at least once every seven- (7) days and the compactor shall be sized to accommodate that period of on-site waste generation.
 - f. No on-site nuisance conditions shall be created as a result of infrequent container or compactor servicing.
 - g. The compactor and container location and the site development shall comply with design review and development standards of the Clackamas County Zoning and Development Ordinance and the Building and Structural Specialty Codes. All sites shall meet the accessibility requirements of the Collection Service Franchisee or the Franchisee's subcontractor, but such requirements shall not exceed those set forth in the design review and development standards of the Clackamas County Zoning and Development Ordinance.
 - h. An on-site recycling program, approved by the County, shall be developed and implemented concurrent with the use of an on-site compactor.
 - i. A special waste management fee shall apply towards providing recycling collection services by the Collection Service Franchisee or the Franchisee's authorized subcontractor.
 - j. The area around the compactor shall be kept free of solid waste and debris and be washed down on a regular basis.
 - k. Only the development manager or their employees shall conduct the on-site transport and collection system of the containers or compactors, if a Collection Service Franchisee is not used for said transport.
- 2. If any condition in l. a. through l. k. of this Subsection D. is violated or fails to be implemented at a multi-family development by the owner, management, their employees or agents, then the exception allowed under this subsection shall terminate upon order of the Director and the certificate under this subsection shall be revoked.
 - 3. When the on-site management or their employees collect and transport recyclable materials for the purpose of consolidating said recyclable materials at a central location or locations, for collection by a Collection Service Franchisee or the Franchisee's subcontractor
- E. No person shall solicit, collect, transport or dispose of any residential recyclable material or materials, unless such person is franchised or permitted in accordance with the provisions of 10.03.330 of this chapter, or unless such person is the generator of said recyclable materials. In addition, no person licensed under the Recycling License Chapter shall solicit or collect any residential recyclable material at the place of residence of the generator of the material unless all of the materials identified as residential materials under 10.03.030 are simultaneously solicited for fair market value.
 - F. No person shall collect, transport or dispose of any recyclable material or materials, that are placed at the curb/road for residential collection by a Collection Service Franchisee

holder, unless such person is a subcontractor of a Collection Service Franchisee under 10.03.260

- G. No person shall collect or transport any commercial or industrial recyclable material or materials without first obtaining a permit in accordance with 10.03.330 of this chapter, or first obtaining a license in accordance with the Recycling License Chapter, unless such person is exempt from the Licensing chapter or is the generator of said material.
- H. No recycling depot, including a buy-back center or drop box, shall be located or placed at any location in the unincorporated area of the County in violation of land use and zoning laws.
- I. No person shall remove the cover of a residential or commercial container or receptacle except when depositing or removing the contents, nor in any manner interfere with the container or its contents, except those authorized for such duty.
- J. It shall be unlawful to deposit solid waste or wastes in the recycling receptacle or the solid waste receptacle of another person, dwelling unit, or establishment without the consent of the person in charge of the premises or receptacle.
- K. No person shall place hazardous materials, chemicals, paint, corrosive materials, infectious waste or hot ashes into a receptacle intended for collection service. When materials, or customer abuse, or fire, or vandalism causes excessive wear or damage to a receptacle, the cost of repair or replacement may be charged to the collection service customer.
- L. No person shall place solid waste or wastes or recyclable materials in a drop box or compactor in an amount that exceeds the legal weight limits of State and local laws, or which exceed the weight limits of the franchised collectors' equipment or manufacturers' specifications.
- M. No person shall store putrescible materials in a receptacle in excess of seven (7) days. Said material shall be removed from the premises at regular intervals not to exceed the seven- (7) days.
- N. No commercial recycling receptacle shall be constructed of materials other than those approved by the local fire marshal, nor shall the receptacle be placed in a location that violates the local fire ordinance.
- O. An inoperable vehicle commonly designed of ferrous metals shall only be collected, transported, and disposed of by the owner of the vehicle or by a licensed auto wrecker or towing company.
- P. Pursuant to OAR Chapter 340 no person shall store waste tires without first obtaining a waste tire storage permit from the Department of Environmental Quality.
- Q. Any person picking up or transporting waste tires shall comply with the permit requirements of the DEQ.

[Codified by Ord. 05-2000, 7/13/00]

10.03.145 Business Recycling Requirement

All businesses within the County shall comply with waste prevention, recycling and composting requirements as set forth in this Chapter and the regulations promulgated hereunder. Failure to comply with this Section shall be considered a public nuisance which may be abated as provided in 10.03.070 of this chapter.

- A. Business will source-separate all recyclable paper, cardboard, glass and plastic bottles

- and jars, and metal cans for reuse or recycling.
- B. Businesses will ensure the provision of recycling receptacles for internal and/or external maintenance or work areas where recyclable materials are collected, stored, or both.
 - C. Businesses will post accurate signs:
 - 1. Describing the location where recyclable materials are collected, stored, or both;
 - 2. Identifying the materials the business must source-separate for reuse or recycling; and
 - 3. Providing recycling instructions
 - D. Persons and entities that own, manage or operate premises with business tenants, and that provide garbage collection service to those business tenants, shall provide recycling collection systems adequate to enable those business tenants to comply with the requirements of subsections A, B and C of this section.
- [Added by Ord. 04-2009, 7/9/09]

10.03.147 Business Food Waste Requirement

All covered businesses in the County that fall within the Metro boundary shall comply with provisions set forth in this Chapter and regulations promulgated hereunder. A covered business is a business or workplace that cooks, assembles, processes, serves, or sells food or does so as a service provider for other enterprises and generates more than 250 pounds per week of food waste. Failure to comply with this Section or regulations promulgated hereunder shall be considered a public nuisance which may be abated as provided in 10.03.070 of this chapter.

- A. Covered businesses must separate and collect food waste that is controlled by the business, agents, and employees. This requirement does not apply to food wastes controlled by customers or the public. At its discretion, a business may also collect food waste from customers or the public. K-12 schools may also include student-generated food waste from school cafeteria meals but must ensure that food wastes are free of non-food items.
- B. Covered businesses must ensure that food waste collected in compliance with this chapter is free of non-food waste items.
- C. Covered businesses must have correctly-labeled and easily-identifiable receptacles for internal maintenance or work areas where food waste may be collected, stored, or both.
- D. Covered businesses must post accurate signs where food waste is collected and stored that identify the materials that the covered business must source separate.
- E. All Covered Businesses must comply with this section by September 30, 2023:
 - a. Covered Businesses, that are not schools, generating greater than 1,000 pounds/week must comply with this section by March 31, 2021;
 - b. Covered Businesses, that are not schools, generating greater than 500 pounds of food waste per week must comply with this section by September 30, 2022;
- F. Persons and entities that own, manage or operate premises with tenants that are covered businesses, must allow or facilitate food waste collection service adequate to enable those tenants to comply with the requirements of subsections A, B,C, D and E of this section.

G. A covered business may seek a temporary compliance waiver from the business food waste requirement subject to the following conditions:

- a. The temporary compliance waiver will not exceed twelve (12) months, and;
- b. The business provides access to the County for a site visit to demonstrate that the covered business cannot comply with this section under criteria identified in Metro or County administrative rule, and,
- c. The County approves a temporary compliance waiver under this section, and;
- d. The County may perform periodic site visits to ensure the conditions allowing a temporary compliance waiver under this section are still in place and cannot be remedied.

H. The County may grant a renewal of a temporary compliance waiver.

I. Those cities with which the County has agreements for performing the work associated with the Annual Waste Reduction Plan may delegate the granting and administration of temporary compliance waivers to Clackamas County.

10.03.150 Applications

Applications for Franchises shall be on forms provided by the Commission. In addition to information required on the forms, the Commission may require the filing of special guarantees and indemnities, and any additional information it deems necessary, to insure compliance with this chapter.

- A. Applicants for Collection Service Franchises shall state the type of service to be provided, and shall supply information required to determine qualifications for such franchise under Section 10.03.160 of this chapter.
- B. Applicants for Disposal Franchises shall file a duplicate copy of the information required by the Department of Environmental Quality pursuant to Chapter 459, Oregon Revised Statutes.

[Codified by Ord. 05-2000, 7/13/00]

10.03.160 Requirements for Collection Service Franchises

- A. Existing Collection Services:
 - 1. Collection Service Franchisee's shall make application for renewal of their Collection Service Franchise within thirty (30) days of the County's written notice of the requirement for filing an application for renewal. The County will normally give such written notice to said Collection Service Franchisee not less than one (1) year prior to expiration of the Collection Services Franchises. Upon filing an application for renewal, and furnishing required information for renewal of such Franchise, said applicant might continue to provide collection service until the Board makes a final decision on the application for renewal. Such person shall furnish the information required by subsection B of this Section and prove to the satisfaction of the Board that the applicant has a majority of the service accounts in the service area for which he/she is applying for renewal, which shall be evidenced by a list of customers served. If such person is also applying for an

area which he/she is not currently serving, he/she shall also supply the information required by subsection C or D of this Section.

2. Franchisees shall submit to the Director any information necessary to satisfy which recyclables are being collected or received, methods of and/or copies of materials providing for public education and promotion or any other information required by the Director, METRO, and the Department of Environmental Quality pursuant to ORS Chapter 459 or 459A and Rules promulgated thereunder.
3. Upon proper application and a finding by the Board that the applicant is providing adequate service and otherwise qualifies for a franchise under this Section, the Board shall issue a Collection Franchise covering the area served by the applicant on the effective date of this chapter. However, if this Board finds that the applicant should not be granted a Collection Franchise on the basis of inadequate existing service or that the applicant does not meet the requirements of this Section, the Board may deny, or partially deny, the application or may specify additional requirements to be met by the applicant to guarantee service. By the same Order, the Board may grant, modify, or deny, in whole or part, an applicant's request to serve an additional area not being served on the effective date of this chapter, or may assign an additional service area. Any such order is subject to appeal and hearing as provided in 10.03.220 of this chapter.

B. Applicants for a Collection Service Franchise or renewal of said Franchise shall provide sufficient information to the Board to prove to its satisfaction that:

1. The applicant has available collection vehicles, equipment, facilities and personnel sufficient to meet the standards of equipment and service established by this chapter, and ORS Chapter 459 or 459A, and the rules and regulations promulgated thereunder.
2. The applicant has good moral character, or if the applicant is a firm or corporation, that the principal partners or officers are of good moral character.
3. The applicant shall use disposal sites authorized by the Board, DEQ, and METRO, and list such sites.
4. The applicant shall furnish the County with a Certificate of Insurance for comprehensive general liability insurance, including contractual and products/complete operations liability insurance in an amount established by the Board for combined, single limit for personal injury and property damage 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, in any way related to the applicant's or any subcontractor's performance of this chapter.
5. The applicant shall indemnify, save harmless and defend the County, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation, and defense thereof, arising out of, or based upon, damage or injuries to persons or property caused by the errors, omissions, fault, or negligence of the applicant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6. The insurance shall include the County as an additional insured and refer to and support the applicant's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non-renewal, 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.
- C. In the matter of an application for a Collection Service Franchise, if the applicant is not already serving an area proposed to be served, the applicant shall show in addition that:
 1. The defined service area has not been franchised to another person; or,
 2. The holder of the franchise is not adequately serving the defined service area and there is substantial demand by customers within the area for a change of service to that area.
 - D. If the applicant for a Collection Service Franchise proposes to serve an area or portion thereof that is under franchise to another person, or to replace such person upon expiration of the existing franchise, he/she shall have available, on the day beginning the proposed franchise term, adequate personnel, collection vehicles, containers, and other equipment for the service to be rendered. The Board shall require that such applicant supply a corporate bond, or cash, or acceptable negotiable securities to guarantee such availability to the satisfaction of the Board.
 - E. If it appears to the Board through its own knowledge, or through knowledge of its agents, or through written notice from any person, that there are conflicting claims to a Service Area, then a public hearing shall be called by the Board to resolve such conflicting claims and the claim shall be resolved by the Board, upon the basis of the recommendation of the Commission, the requirements of this chapter for Collection Service Franchises as set forth in this Section, and the Board's determination as to which applicant can best serve a given service area in the public interest. The decision of the Board in resolving any conflict between persons claiming the Service Area shall, in addition, be made by the Board upon its finding of which person or applicant has the greatest claim to the Service Area or portion thereof the Commission's recommendation shall be based on a review as to past Service of record in the area and the requirements of this chapter. The Board's decision shall be final.

[Codified by Ord. 05-2000, 7/13/00]

10.03.170 Issuance of Collection Service Franchises

Applications for Collection Service Franchises and renewal of Collection Service Franchisees shall be reviewed by the Commission and by the Director. They shall make such investigation, as they deem appropriate. The Commission shall give written notice to the current Collection Service Franchisees when any person applies for a franchise within an established franchised area.

Upon the basis of the application, evidence submitted and results of any investigation by the Commission and by the Director, the Commission shall review the qualifications of the applicant pursuant to the requirements for a Collection Service Franchise under 10.03.160 and shall

determine whether additional areas should be included or additional service or equipment should be provided.

On the basis of its review, the Commission shall recommend to the Board whether the application should be granted, be denied, or be modified. The Board shall issue an Order granting, denying, or amending the application.

[Codified by Ord. 05-2000, 7/13/00]

10.03.180 Disposal Franchise Requirements

- A. Applicants for a Disposal Franchise shall provide sufficient information to determine compliance with the requirements of this chapter; the regulations promulgated thereunder and rules of Federal, State and local agencies having jurisdiction.
- B. Applicants shall specify the type of disposal site and the disposal method to be employed together with any proposed special regulations dealing with hazardous wastes, recyclable materials or what waste or recyclable material will be accepted or rejected at the disposal site.
- C. The applicant must show to the satisfaction of the Board that he/she:
 - 1. Has available land, equipment, facilities, and personnel to meet the standards established by this chapter and ORS Chapter 459 or 459A, and the rules and regulations promulgated thereunder and that he/she has insurance equal to that required by 10.03.150 of this chapter.
 - 2. Has good moral character or, if the applicant is a firm or corporation that the principal partners or officers are of good moral character.
 - 3. The Board shall require the applicant to submit a corporate surety bond in the minimum amount of \$50,000, or such other sum as the Board may require, or such other acceptable guarantees or substitutes in an amount to be designated by the Board, guaranteeing full and faithful performance by the applicant of the duties and obligations of the franchise holder under provisions of this chapter and applicable Federal, State, and local laws and rules or regulations. In determining the amount of bond to be required, the Board shall give due consideration to the size of the site, the method of disposal proposed, the population to be served, adjacent or nearby land uses, and the potential danger for failure of service.
- D. Where the applicant is providing disposal service on the effective date of this chapter, and has filed his/her application within thirty (30) days thereafter, he/she may continue service until the final decision of the Board on his/her application.

[Codified by Ord. 05-2000, 7/13/00]

10.03.190 Issuance of a Disposal Franchise

The Commission shall review applications for Disposal Franchise. The Commission shall give written notice of the application to any person who holds a Disposal Franchise for Service to all or part of the area that reasonably would be served under the application.

Upon the basis of the application, evidence submitted, and results of any investigation, the Commission shall make a finding on the qualifications of the applicant and whether or not

additional service, personnel, land, equipment or facilities should be provided and what conditions of service should be imposed including, but not limited to, whether the site should be opened to the public and under what conditions, whether or not certain types of wastes, solid waste, hazardous wastes or recyclable materials should be excluded from the site or should be required to be accepted at the site, and shall make a finding as to whether or not the site is economically feasible, whether or not the site may be integrated with existing private or county-owned or operated sites, and further that the site complies with all rules and regulations adopted pursuant to ORS Chapter 459 or 459A, and by this chapter.

On the basis of its review, the Commission shall recommend to the Board whether or not the application should be granted, be denied, or be modified. The Board shall issue an Order granting, denying, or amending the application.

These provisions are in addition to, and not in lieu of, any provisions of the Clackamas County Zoning and Development Ordinance and the Clackamas County Comprehensive Plan.
[Codified by Ord. 05-2000, 7/13/00]

10.03.200 Transfer Station Franchise Requirements

- A. Applicants for a Transfer Station Franchise shall provide sufficient information to determine compliance with the requirements of this chapter, the regulations promulgated thereunder and rules of Federal, State or regional agencies having jurisdiction.
- B. Applicant must show to the satisfaction of the Board that he/she:
 - 1. Has available land, equipment, facilities, and personnel to meet the standards established by this chapter and ORS Chapter 459 or 459A, and the rules and regulations promulgated thereunder.
 - 2. Has good moral character, or if the applicant is a firm or corporation, that the principal partners or officers are of good moral character.
 - 3. Shall furnish the County with a Certificate of Insurance for comprehensive general liability insurance, including contractual and products/completed operations liability insurance in an amount established by the Board for combined, single limit for personal injury and property damage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, or damage to property, including loss of use thereof, in any way related to the applicant's or any subcontractor's performance of this chapter.
 - 4. Shall indemnify, save harmless and defend the County, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the applicant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5. Has insurance which shall include the County as an additional insured, and which shall refer to and support the applicant's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non renewal 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.
- C. Where the applicant is providing transfer service on the effective date of this chapter, and has filed his/her application within thirty (30) days thereafter, he/she may continue service until the final decision of the Board on his/her application.

[Codified by Ord. 05-2000, 7/13/00]

10.03.210 Issuance of a Public Transfer Station Franchise

- A. The Commission shall review applications for Transfer Station Franchises. The Commission shall give written notice to any person who holds a transfer station franchise for service to all or part of the area that reasonably would be served under the application.
- B. On the basis of the application, evidence submitted, and results of any investigation, the Commission shall make a finding on the qualifications of the applicant and whether or not additional personnel, service, land, equipment or facilities should be provided, and what conditions of service should be imposed, including but not limited to whether or not certain types of wastes, solid wastes, hazardous wastes or recyclable materials should be excluded from the transfer station or should be required to be accepted at the transfer station, and the Commission shall make a finding as to whether or not the transfer station may be integrated with existing private or County-owned or operated transfer stations, and further that the transfer station complies with all rules and regulations adopted pursuant to Chapter 459 or 459A. On the basis of its review, the Commission shall recommend to the Board whether or not the application should be granted, be denied, or be modified. The Board shall issue an Order granting or denying a Transfer Station Franchise to the applicant.
- C. Provisions of this section of this chapter are in addition to, and not in lieu of, any provisions of the Clackamas County Zoning and Development Ordinance, the Clackamas County Comprehensive Plan or rules or regulations of the Oregon Department of Environmental Quality and the Federal Government.

[Codified by Ord. 05-2000, 7/13/00]

10.03.220 Appeal of a Franchise

If the Order of the Board is adverse to the applicant or to the holder of an existing franchise, it shall not become effective until thirty (30) days after the date of said Order, unless the Board finds that there is an immediate and serious danger to the public, or that a health hazard or public nuisance would be created by a delay. The applicant or a franchise holder may request a public hearing before the Board upon the Board's Order by filing a written request for an appeal hearing with the Board within thirty (30) days after the date of said Order. On the filing of such request for an appeal hearing, the Board shall set a time and place for a public hearing upon its Order, which hearing shall be not more than thirty (30) days from the date of said request for an appeal hearing. The applicant or franchise holder may submit relevant evidence to the Board upon the

Board's Order. Other interested persons or affected public or private agencies may appear and offer oral or written testimony. The Board may, following the public hearing, affirm, modify or rescind its prior Order.

Subject to provisions of 10.03.410, the determination of the Board after conclusion of said public hearing should be final.

If the Board makes a final Order rejecting all or part of the application for a franchise, the applicant may not submit another application for the same service area or portion thereof, or for the same disposal site, for a period of six months unless the Board finds that the public interest requires reconsideration within a shorter period of time.

[Codified by Ord. 05-2000, 7/13/00]

10.03.230 Exclusive or Joint Service Under a Collection Service Franchise

Upon recommendation of the Commission, if the Board finds that an applicant for a Collection Service Franchise cannot provide adequate Service for the collection of solid waste or wastes, or the curbside/roadside collection of recyclable materials to a single customer, a group or type of customer, or for a particular type or unusually large quantity of solid waste or wastes, or for recyclable material, it may issue a franchise for joint service with another person who can provide that service; provided, however, that in all cases where the Board finds that the applicant is able to provide adequate service within the defined Service Area, it shall issue an exclusive Collection Service Franchise.

If the holder of a Collection Service Franchise is unable to provide service for particular types, or unusually large quantities, of solid waste or wastes or recyclable materials, the Board may issue a temporary or permanent Collection Service Franchise to another person for the purpose of providing limited service to the customer or customers having such particular types or unusually large quantities of solid waste or wastes or recyclable materials.

Upon recommendation of the Commission, if the Board finds that the need for service justifies action before a complete investigation and final determination can be made, it may issue a temporary Collection Service Franchise valid for a stated period not to exceed six months, entitling a person to serve a defined Service Area or customers.

[Codified by Ord. 05-2000, 7/13/00]

10.03.240 Transfer of Franchise

The holder of a solid waste or wastes Collection Service Franchise may transfer his/her franchise and/or right to provide residential curbside/roadside or multi-family collection service of recyclable materials, or a portion thereof, to other persons only upon written notice to, and approval by, the Board.

Upon recommendation and finding of the Commission, the Board may approve the transfer if it

finds that the transferee meets all applicable requirements met by the original Collection Service Franchise holder. The Board shall approve or disapprove any application for transfer of a Collection Service Franchise and/or right to provide residential curbside/roadside or multi-family collection of recyclable materials within thirty (30) days of receipt of notice by the Board, unless the Board finds there is substantial question of public health or safety involved which requires additional time for investigation and decision.

Upon recommendation of the Commission, the Board may permit a Collection Service Franchise to be pledged as a security for purchase of land, equipment, or facilities that are needed to provide service, or to finance purchase of a business providing service under this chapter. The Board may attach whatever condition it deems appropriate to guarantee maintenance of service. [Codified by Ord. 05-2000, 7/13/00]

10.03.250 Change In Control of Franchises

The holder of a solid waste or wastes Collection Service Franchise shall promptly notify the County of any proposed change in control, or transfer of a controlling interest in stock ownership. 'Change in control' shall mean the occurrence of either A or B of this Section:

- A. Any person, corporation, limited liability company, partnership, trust or association, or any group within the meaning of Section 13 D 3 of the Securities Exchange Act of 1934, as amended, 15 USC §78m D 3, and the rules and regulations promulgated thereunder, 17 CFR §240.13d-3, (the "Exchange Act") shall have acquired, after the date hereof, beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act), directly or indirectly, of common stock representing fifty percent (50%) of the combined voting power of all common stock of the franchise holder, or of any parent company of the franchise holder, immediate or otherwise, (hereinafter called a 'Controlling Person'). "Common stock" as used in the preceding sentence shall mean common stock eligible to vote in the election of directors, or other securities convertible into such common stock, other than securities having such voting power only by reason on the happening of a contingency. Or
- B. A majority of the Board of Directors or the franchise holder shall cease for any reason to consist of:
 - 1. Individuals who are currently serving as directors of the franchise holder; and
 - 2. Individuals who subsequently become members of the board if such individuals' nomination for election, or election to, the board is recommended or approved by a majority of the board of directors or stockholders of the franchise holder, provided that use of the provisions of this clause shall not be used to evade the intent of this section.
- C. For purposes of paragraph A above, a person or group shall not be a Controlling Person if such a person or group holds voting power in good faith and not for the purposes of circumventing this provision as an agent, bank, broker, nominee, trustee, or holder of revocable proxies given in response to a solicitation pursuant to the Exchange Act, for one or more beneficial owners who do not individually, or, if they are a group acting in concert, as a group, have the voting power specified in paragraph A.

- D. The franchise holder shall give County a written request to approve the change in control prior to any change in control taking effect. If a change in control occurs without written notice to County, such change shall be grounds for revocation of franchise by the County, at its sole discretion.
- E. A change in control shall make a franchise subject to revocation, unless and until the Board, after receiving the recommendation of the Commission, has approved the change in control. The Board shall approve or disapprove any change in control within ninety (90) days of receipt of written request to enter into the transaction and receipt of all information required in writing by the County. For the purpose of determining whether it will consent to such change in control, the County may inquire into the qualifications of the prospective controlling party to perform under the County's solid waste collection system and the effects of the change on that system. The franchise holder shall assist the County in any such inquiry.

[Codified by Ord. 05-2000, 7/13/00]

10.03.260 Responsibilities of Franchise Holders

- A. The holder of a Collection Service Franchise:
 - 1. Shall provide required service, personnel, equipment and facilities, but not less than the service, personnel, equipment and facilities commensurate with existing service provided within the Service Area defined in the franchise, within one month from the date of issuance of the Collection Service Franchise or renewal of the Franchise, unless the Commission extends the time upon showing of reasonable grounds by the franchisee. Where an area is not receiving service on the date of the application for a Collection Service Franchise covering such area, the Commission may order that Service be provided at such time as it finds to be reasonable.
 - 2. Shall not voluntarily discontinue service to the Service Area, or substantial portion thereof, or any customer without giving ninety (90) days written notice of the proposed discontinuance of service to the Commission and to the customers within the franchised Service Area, and shall not discontinue the service without receiving the approval of the Board. Nothing in this section shall prohibit a franchisee from refusing to provide service to a customer if the customer refuses to pay for the service in accordance with waste management fees established pursuant to this chapter, or for other reasons as may be established by the Board or Director by regulation; provided, however, in no event shall the holder of the Collection Service Franchise terminate such service without seven (7) days prior written notice to the customers of the franchisee's intention to terminate service. The franchisee shall retain a copy of said notice. A Collection Service Franchise holder who has discontinued service on the basis of refusal of a customer to pay for such service may require a reasonable deposit to guarantee payment for future services before reinstating such service or demand advance payment for service. Nothing in this subsection shall apply to any Order for a change, restriction, or termination of service by any public agency, public body or court having jurisdiction.

3. May subcontract with another person to provide service, or a particular type of service, within a Service Area after giving written notice to, and obtaining approval of, the Board.
4. May refuse Service to a customer where service at a particular location would jeopardize the safety of the driver of the collection vehicle, or the motoring public, or cause damage to the collection vehicle or equipment, or where the customer has not provided reasonable access to the pickup point for the receptacle(s) storing solid waste or wastes or recyclable materials. Service may also be refused where there is undue hazard or risk to the person providing service due to natural or manmade constraints, such as overhanging branches, slope, topography, wet ground conditions; vicious animals; or private roads, driveways, or bridges where damage may occur to said road, driveway, or bridge, or equipment from the weight of the collection vehicle or equipment whether empty, partially full, or full. In addition, weather conditions may temporarily prevent service to a particular customer or customers. The Board, Commission, or Director, may from time to time, develop regulations establishing adequate standards of safety for the driver of a collection vehicle, the motoring public, and the public generally, and the solid waste or wastes or recyclable materials collection vehicle or equipment. If a customer is refused service for any condition other than temporary weather conditions, a written notice stating the reasons for refusal of service shall be given to said customer and the Director within seven (7) days from when service is first refused by the Collection Service Franchisee.
5. Shall provide the opportunity to recycle as follows:
 - a. Shall provide at least weekly residential on-route curbside/roadside collection of recyclable materials and weekly on-route collection of yard debris within the urban growth boundaries of Clackamas County and cities within the Metropolitan Service District.
 - b. Shall provide other on-route collection of recyclable materials as required by the County or State law.
 - c. Shall have the right to compete in the purchase or exchange for fair market value in the collection of commercial/industrial source-separated recyclable materials.
 - d. Shall design, commit resources, and provide an education, promotion and notification program to enhance recycling awareness and to provide the opportunity to recycle as provided by this chapter and ORS Chapter 459 or 459A and the rules promulgated thereunder.
 - e. Shall report to the County on recycling activities and supply all necessary information for purposes of preparing the D.E.Q. or METRO recycling report.
 - f. At the request of a permit holder shall haul any load of recyclable materials collected by the permit holder to a legally established utilization facility and may charge a fee pursuant to 10.03.330 to cover the cost of this service. The franchisee shall remit to the permit holders all revenue derived from the sale of this material at the utilization facility.
6. Shall indemnify Clackamas County, the Board, the Commission, the Director and any of their employees or agents, and save them harmless from any and all loss,

damage, claim, expense or liability arising out of operation by the Collection Service Franchise holder under his/her franchise. In the event that any suit or action is brought for injury or damage to persons or property of others against Clackamas County, the Board, the Commission, the Director or any of their employees or agents, based upon, or alleged to be based upon, any loss, damage, claim, expense or liability arising out of operations by the franchise holder under his/her franchise, the Collection Services Franchise holder shall defend the same at his/her own cost and expense; provided, however, that Clackamas County, the Board, the Commission and the Director reserve the right to retain counsel of their own choosing and join in the defense of any such suit or action.

B. The holder of a Disposal Franchise:

1. Shall not voluntarily discontinue service without giving at least ninety (90) days written notice of the proposed discontinuance of service to the Commission and to any Collection Service Franchisee using his/her disposal site; and further, shall receive the approval of the Board prior to discontinuing said service. This paragraph shall not apply to any order for closure or restriction of use by any public agency, public body, or court having jurisdiction.
2. May contract with another person to operate the disposal site after giving written notice to, and obtaining the approval of, the Board.
3. May refuse disposal service to any customer if the customer refuses to pay for the service in accordance with the rates established pursuant to this chapter. A Disposal Franchise holder who has discontinued service for refusal of a customer to pay for such service, may demand that the customer provide a reasonable deposit in advance to guarantee payment for future service prior to reinstating such service, or may demand advance payment for service.
4. Shall provide the necessary service and facilities for collecting source-separated recyclable materials as designated by D.E.Q., METRO, or the County. This shall also include development of education and promotion literature on the opportunities to recycle and recycling awareness for distribution to the user.
5. Shall indemnify Clackamas County, the Board, the Commission, the Director and any of their employees or agents, and save them harmless from any and all loss, damage, claim, expense or liability in any manner occurring in connection with, or arising out of, operations under this Disposal Franchise. In the event any suit or action is brought for injury or damage to persons or property of others against Clackamas County, the Board, the Commission, the Director or any of their employees or agents based upon or alleged to be based upon any loss, damage, claim, expense or liability in any manner occurring in connection with or arising out of operations under this Disposal Franchise, the Disposal Franchise holder shall defend the same at his/her own cost and expense; provided, however, that Clackamas County, the Board, the Commission, and the Director reserve the right to retain counsel of their own choosing and join in the defense of any suit or action.

C. The holder of a Transfer Station Franchise:

1. Shall not voluntarily discontinue service without giving at least thirty (30) days written notice of the proposed discontinuance of service to the Commission and to any Collection Service Franchisees using his/her Transfer Station; and further

shall receive the approval of the Board prior to discontinuing said service. This subparagraph shall not apply to any order, foreclosure, or restriction of use, by any public agency, public body, or Court having jurisdiction.

2. May contract with another person to operate the Transfer Station after giving written notice to, and obtaining approval from, the Board.
3. May refuse service to any customer if the customer refuses to pay for this service in accordance with the rates established pursuant to this chapter. A Transfer Station Franchise holder who has discontinued service for refusal of a customer to pay for such service, may demand that the customer provide a reasonable deposit in advance to guarantee payment for future service prior to reinstating that service or may demand advance payment for service.
4. Shall provide the necessary service and facilities for collecting source-separated recyclable materials as designated by D.E.Q., METRO or the County. This shall also include development of education and promotion literature on the opportunities to recycle and recycling awareness for distribution to the user.
5. Shall indemnify Clackamas County, the Board, the Commission, the Director and any of their employees or agents and save them harmless from any and all loss, damage, claim, expense, or liability in any manner occurring in connection with or arising out of operations under the Transfer Station Franchise. In the event any suit or action is brought for injury or damage to persons or property of others against Clackamas County, the Board, the Commission, the Director or any of their employees or agents, based upon or alleged to be based upon any loss, damage, claim, expense or liability, in any manner occurring in connection with or arising out of operations under his/her Transfer Station Franchise, the franchise holder shall defend the same at his/her own cost and expense; provided, however, that Clackamas County, the Board, the Commission, and the Director reserve the right to retain counsel of their own choosing and join in the defense of any such suit or action.

[Codified by Ord. 05-2000, 7/13/00]

10.03.270 Enforcement of Franchise Provisions

The Commission shall, upon reasonable cause, make an investigation to determine if there is sufficient reason and cause to suspend, modify, revoke, or refuse to renew a franchise as provided in this section. If, in the opinion of the Commission, there is sufficient evidence to constitute a violation of this chapter or ORS Chapter 459, or 459A, or the rules or regulations promulgated thereunder, the Commission shall notify the holder of the franchise in writing of the alleged violation and the steps necessary to be taken to cure the violation. Upon a finding that a violation exists and that the franchisee is unable to, or refuses to, cure the violation, the Commission shall make a recommendation to the Board that the franchise be suspended, modified, revoked, or that it not be renewed.

[Codified by Ord. 05-2000, 7/13/00]

10.03.280 Suspension, Modification, Revocation or Refusal to Renew a Franchise

- A. Upon recommendation by the Commission, or upon its own motion, the Board may suspend, modify, revoke, or refuse to renew a franchise upon finding that the holder thereof has:
1. Willfully violated this chapter or ORS Chapter 459, or 459A, or the rules, or the regulations promulgated thereunder; or
 2. Willfully misrepresented material facts or information given in the application for the franchise; or
 3. Willfully refused to provide adequate service in a defined Service Area or at the franchised Disposal Site, Transfer Station or Depot after written notification and a reasonable opportunity to do so; or
 4. Willfully misrepresented the total number of collection service customers in the Franchised Service Area.
- B. In lieu of immediate suspension, modification, revocation, or refusal to renew a franchise, the Board may order compliance and make the suspension, modification, revocation, or refusal to renew a franchise or permit contingent upon compliance with the Order within the period of time stated in said Order.
- C. If the Board suspends, modifies, revokes, or refuses to renew the franchise, the action shall not become effective until thirty (30) days after the date of the Order, unless the Board finds that there is a serious and immediate danger to the public health, or that a public nuisance would be created. The holder of a franchise may request a public hearing before the Board upon the Board's Order by filing a written request for such hearing with the Board within thirty (30) days after the date of said Order. Upon the filing of said request for hearing, the Board shall set a time and place for a public hearing; and upon its Order, said hearing shall not be more than thirty (30) days from the date of filing of said request for hearing. The franchise holder and other interested persons or affected public agencies may submit oral or written evidence to the Board relevant to the Board's Order. The Board may, following the public hearing, affirm, amend, or rescind its prior Order. Subject to provisions of Section 10.03.410, the determination of the Board, after conclusion of said public hearing, shall be final.

[Codified by Ord. 05-2000, 7/13/00]

10.03.290 Preventing Interruption of Service

The holder of any franchise agrees, and it is a condition of his/her obtaining and holding the franchise, that whenever the Board finds that the failure of service would result in creation of a health hazard or a public or private nuisance, the Board shall, after reasonable notice of not less than 24 hours to the franchisee, and a public hearing, if the franchisee requests such hearing, have the right to authorize another franchise holder or another person to provide service, or to use and operate the land, facilities or equipment of the franchise holder, for reasonable compensation to provide emergency service in the event of a serious interruption of service to all, or to a class, or group of customers for so long as such interruption continues.

[Codified by Ord. 05-2000, 7/13/00]

10.03.300 Terms of Franchises

- A. Franchises, other than Collection Service Franchises, shall be renewable unless grounds exist for refusal to renew pursuant to Section 10.03.280 of this chapter.
- B. The term for a Disposal Franchise shall be determined by the Board upon the recommendation of the Commission, based upon site longevity, population to be served, and probable use.
- C. The term for a Transfer Station Franchise shall be ten (10) years, unless upon recommendation of the Commission, the Board may adjust the term of the franchise as deemed necessary due to the cost of land, equipment, or facilities.
- D. Unless grounds exist for suspension, modification, or revocation of the Collection Service Franchise under Section 10.03.280 of this chapter, each Collection Service Franchise shall be considered as a continuing ten- (10) year term. Beginning January first (1st) of each year, the Franchise will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to January first (1st) of any year the County notifies all the Franchisees of intent to terminate the continuing franchise system. Upon the giving of such notice, the Franchisees will each have a Franchise which will terminate on the January first (1st) which is ten years from the date of the last renewal prior to the notice of termination.
- E. The County may initiate proceedings for suspension, modification, or revocation of a Collection Service Franchise under Section 10.03.280 of this chapter, at any time, whether or not a review is being conducted.
- F. Collection Service Franchises shall be subject to a review by the Director every five (5) years. The Director shall provide a report of the review to the Commission and the Board. Upon recommendation by the Commission, or upon its own motion, the Board may order that conditions be attached to a Collection Service Franchise or that modifications be enacted by a Collection Service Franchisee, based upon the review. Any such order for conditions or modifications shall be subject to the notification and hearing process set forth in Section 10.03.280 C of this chapter.

[Codified by Ord. 05-2000, 7/13/00]

10.03.310 Franchise Fees

- A. The Board shall collect in the manner and at the time provided in this Section, from the holder of:
 - 1. Any Collection Service Franchise, an annual fee based on gross cash receipts from collection service provided to the service area included in the Collection Service Franchise. Said fee shall be in an amount established by the Board and shall not include cash receipts from the sale of recyclable materials.
 - 2. Any Disposal Franchise, an annual fee based on gross annual disposal fees. Said fee shall be in an amount established by the Board.
 - 3. Any Transfer Station Franchise, an annual fee based on gross annual disposal fees. Said fee shall be in an amount established by the Board.
 - 4. These fees may be changed by resolution of the Board, upon thirty- (30) days written notice, to give an opportunity for each franchisee to be heard.
- B. Annual Collection Service Franchise fee shall be computed quarterly and shall be paid on a quarterly basis, not later than thirty (30) days after the end of each calendar quarter.

- C. Within sixty (60) days after the end of each calendar year, a Collection Service Franchise holder shall file with the Board a sworn and verified statement of his/her total gross cash receipts; and, in order that the Board may have a way of keeping up with the total number of customers in the franchised areas, the Collection Service Franchise holder shall include in the sworn and verified statement the figure for his/her total number of customers.
- D. The annual Disposal Franchise fee shall be computed monthly and paid by the 20th of the following month. Within sixty (60) days after the end of each calendar year, a Disposal Franchise holder shall file with the Board a sworn and verified statement of his/her total gross cash receipts for disposal; and, in order for the Board to have a way of keeping up with the volumes disposed, the Disposal Franchise holder shall submit a sworn statement of the total volumes disposed during the previous calendar year.
- E. Every Collection Service Franchise holder, Disposal Franchise holder or Transfer Station Franchise holder shall maintain books and records disclosing the total number of customers in his/her franchised area, which records shall be open at reasonable times and places for audits by authorized personnel of Clackamas County.

[Codified by Ord. 05-2000, 7/13/00]

10.03.320 Use of Franchise Fees

Fees collected pursuant to Section 10.03.310 of this chapter shall be placed in a fund to be known as the Solid Waste Disposal Fund and shall be used only for the purposes outlined in 10.03.020 of the Purpose and Policy Statements of this chapter, unless transferred to another fund by budget transfer approved by the Board of County Commissioners. The solid waste disposal fund shall not be used for general County purposes unless first transferred by such a budget transfer. Said fund shall be kept and accounted for separately and apart from the Clackamas County General Fund or any other fund.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 09-2001, 9/27/01]

10.03.330 Permit for Civic Community, Benevolent or Charitable Non Profit Organization or Corporation

- A. Unless franchised under Section 10.03.140 to 10.03.330 of this chapter, any civic, community, benevolent or charitable nonprofit organization or corporation conducting activities for the collection, transportation, processing or disposal of recyclable materials, shall apply for a permit therefor from the Director on forms supplied by the Director. The Collection Service Franchise holder for the area in which the permittee shall conduct such activities shall be notified of the issuance of the permit. There shall be no fee for such a Permit. The duration of the permit shall be twelve (12) months or such other time as fixed by the Director. The Director shall furnish the permittee a list of applicable regulations and such available information as may assist the permittee in his/her endeavor. The Director may reject a permit application on the grounds that the applicant is unable or unwilling to meet the standards or requirements applied by the Director. The Director may apply any reasonable standard or requirement to such permit to prevent the creation of health, fire or safety hazards, the sustenance leading to the production of

vectors or anything leading to a condition of unsightliness or foul odors. Any condition applied by the Director shall become a part of the permit, and violation by the permittee of any such condition shall automatically revoke the permit granted.

- B. The permittee shall make arrangements to have the recyclable materials transported to market and shall designate who is to transport the recyclable materials when the permit is applied for. The assistance of the Collection Service Franchise holder whose Collection Service Area the recyclables are taken from may be used. If the Collection Service Franchise holder participates in transporting the recyclable materials, the said franchisee shall have the right to charge a fee pursuant to Section 10.03.340 to cover the cost of this service. Said Franchisee shall remit to the permit holder all revenue derived from the sale of the material.
- C. The Director may suspend, modify, revoke, or refuse to issue or renew a permit upon the grounds set forth in A of this section. The applicant for a permit, or the permittee, may appeal any such decision of the Director to the Commission for their decision on the matter. If the Commission suspends, modifies, revokes or refuses to renew the permit, the action shall not become effective until thirty (30) days after the date of the Commission's decision, unless the Commission finds that there is a serious and immediate danger to the public health, or that a public nuisance would be created. The holder of a permit may request a public hearing before the Commission by filing a written request for such hearing with the Commission within thirty (30) days after the decision of the Commission. Upon filing of said request for hearing, the Commission shall set a time and place for a public hearing, and upon its Order, said hearing shall not be more than thirty (30) days from the date of filing of said request for hearing. The permit holder and other interested persons or affected public agencies may submit oral or written evidence to the Commission relevant to the Commission's decision. The Commission may, following the public hearing, affirm, amend or rescind its prior decision. The determination of the Commission, after conclusion of said public hearing, shall be final.

[Codified by Ord. 05-2000, 7/13/00]

10.03.340 Determination of Waste Management Fees (WMF)

- A. Upon recommendation of the Commission, the Board may establish uniform Waste Management Fees (WMF) for collection service throughout the County, or may establish uniform WMF for collection service within zones based upon the length of haul or other factors which may, in the opinion of the Board, justify establishment of WMF differentials. The Board may also establish WMF by class of collection service customer for recycling collection costs, if said costs exceed the revenues produced by sale of recyclable materials collected. In no case shall a customer that recycles be charged more than one that does not recycle.
- B. Upon recommendation of the Commission, the Board shall consider Disposal or Transfer Station WMF based upon the type of site, the cost of operation of such site, whether or not the site is open to the public, the type of waste to be disposed of, and the cost of compliance with Federal, State and local laws and regulations together with such other factors which may, in the opinion of the Board, affect the WMF to be charged. The Board

- may establish uniform WMF for all Disposal sites or Transfer Stations, or may establish different WMF based upon the factors specified in this Section.
- C. Increases or decreases in WMF approved under this Section may not be made by the Board unless the Board, upon the recommendations of the Commission, finds that the increase or decrease is based upon an increase or decrease in the cost of doing business, or an increased cost of additional, better, or more comprehensive service.
 - D. In determining the proposed WMF for Collection Services, the Commission and the Board shall give due consideration to: the investment in facilities and equipment; the services of management; local wage scales; the concentration of collection service customers in the service area; methods and costs of storage, collection, transportation and disposal; the length of haul to disposal facilities; a reasonable return and operating margin for the owner(s) of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charges for special pickup or pickups on days where service is not normally provided on a route; extra charges where the type of character of solid waste or wastes, including, but not limited to wastes with peculiarly offensive odors, requires special handling or service; extra charges for providing janitorial services on the premises where service is provided; and extra costs for providing the opportunity to recycle under ORS 459 and 459A.
 - E. The Board may require an investigation by the Commission of any proposed WMF increase or decrease. For the purpose of making this investigation, the Commission, in cooperation with the Director, is authorized to hold public hearings, and to take and receive testimony relevant to the consideration to be made by the Board, in allowing or denying the WMF increases or decreases under this chapter. Upon completion of its investigation, the Commission shall make a report of the public hearing and shall make recommendations to the Board regarding the proposed WMF.
 - F. In considering WMF increases or decreases, the Board must find that the WMF will be just, fair, reasonable, and sufficient to provide required service to the public. The Board may consider the WMF charged by other persons performing the same or similar service in the same or other areas.
 - G. Where no WMF has been established for a particular type of service, the Commission may establish an interim WMF until the Board makes a final determination on the WMF for that type of service. In establishing such a WMF, the Commission shall give due consideration to all the factors established as a guideline for the Commission and Board in this Section.

[Codified by Ord. 05-2000, 7/13/00]

10.03.350 Waste Management Fee (WMF) Preference Prohibited

- A. No Collection Service Franchise holder subject to Waste Management Fee (WMF) regulation under this chapter shall give any WMF preference to any person, locality, or type of solid waste or wastes or recyclable materials stored, collected, transported, disposed or utilized.
- B. Nothing in this Section is intended to prevent:
 - 1. The reasonable establishment of uniform classes of WMF for collection service based upon length of haul; type of solid waste or wastes or recyclable materials stored, collected, transported, disposed or utilized; the number, type, and location

of customers served; or upon other factors as long as such WMF are reasonably based upon costs of the particular service and are approved by the Board in the same manner as other WMF.

2. Any Collection Service Franchisee from volunteering collection or recycling service at reduced cost for a charitable, community, civic or benevolent purpose.

[Codified by Ord. 05-2000, 7/13/00]

10.03.360 Responsibility for Payment Charges for Service

Any person who receives service shall be responsible for payment for such service. The owner of any premises shall be responsible for payment for services provided to those premises to the extent permitted by Oregon Law.

[Codified by Ord. 05-2000, 7/13/00]

10.03.370 Agreement for Joint Franchises

The Board may enter into agreements with any city or county for joint or regional franchising of collection or disposal service.

[Codified by Ord. 05-2000, 7/13/00]

10.03.380 Agreements for Allocation of Franchise Fees

The Board may enter into agreements with any city or county providing for allocation of franchise fees where the franchise service areas crosses city or county boundaries.

[Codified by Ord. 05-2000, 7/13/00]

10.03.390 Abatement

- A. The accumulation, storage, collection, transportation, disposal, or illegal dumping of solid waste or wastes by any person in violation of this chapter, or regulations promulgated thereunder, is a nuisance, and the Board or County Counsel may, in addition to other remedies provided by law, institute injunction, mandamus, abatement, and/or collection of a fine for the violation, or any other appropriate legal proceedings to temporarily, or permanently, enjoin or abate such accumulation, storage, collection, transportation, disposal, or illegal dumping.
- B. It is unlawful for any person to collect, store, transport, dispose, utilize, destroy, vandalize in any fashion, steal or take source-separated recyclable materials set out or deposited for recycling collection, without the consent of the generator and the intended recipient of such materials, and without first obtaining a franchise, subcontract, recycling license or permit.

If any person is in violation of this Section, or this chapter, or the regulations thereunder, the Board or County Counsel may, in addition to other remedies provided by law, institute injunction, mandamus, abatement, and/or collection of a fine for the violation or

any other appropriate legal proceedings to temporarily, or permanently, enjoin or abate the violation.

- C. In addition to the provisions of subsections A and B of this section, if any person is in violation of these Sections or this chapter, and the regulations thereunder, the Board or Director may, in addition to other remedies provided by law, refer said violation to the Compliance Hearings Officer pursuant to the Compliance Hearings Officer Chapter to abate the violation and/or collect civil penalties or costs for the violation.
- D. The provisions of this Section are in addition to, and not in lieu of, any criminal prosecution as provided by this chapter or State law.

[Codified by Ord. 05-2000, 7/13/00]

10.03.400 Penalties

A violation of Section 10.03.060, 10.03.070, 10.03.080, 10.03.140, 10.03.310 or 10.03.340 of this chapter shall be punishable by a civil penalty in an amount set by resolution of the Board of County Commissioners, or any other penalty to the extent permitted by State law.

A penalty imposed for a violation of Section (E) of 10.03.080 may, in addition, be increased as permitted in ORS 459.108 to include all of the costs incurred by the County in removing rubbish, trash, debris, garbage, solid waste or wastes polluting substance unlawfully placed on the property and eliminating the effects of such unlawful placement.

[Codified by Ord. 05-2000, 7/13/00; Amended by Ord. 05-2003, 3/13/03]

10.03.410 Court Appeal

All decisions of the Board under this chapter shall be reviewable by the Circuit Court of the State of Oregon for the County of Clackamas by Writ of Review as provided in ORS 34.010 – 34.100.

[Codified by Ord. 05-2000, 7/13/00]

10.03.420 Appeals From Decisions of the Director or Commission

The Commission or the Board, upon their own motion, or upon the request of an interested person or affected public agency, may review decisions of the Director or Commission made pursuant to this chapter.

[Codified by Ord. 05-2000, 7/13/00]

July 11, 2019

Board of Health
Clackamas County

Members of the Board:

Reaffirm the Transportation Safety Action Plan

Purpose/Outcomes	The Board of County Commissioners (BCC), acting as the Board of Health, Reaffirm the Transportation Safety Action Plan (TSAP).
Fiscal Impact	NA
Funding Source	NA
Duration	
Previous Action	The BCC adopted the TSAP on March 28, 2019.
Strategic Plan Alignment	1. Sustaining public health and wellness. 2. Ensuring safe, healthy and secure communities
Counsel Review	NA
Contact Person	Richard Swift, RSwift@clackamas.us , 503.650.5694 Julie Aalbers, Julieaal@co.clackamas.us , 971.284.1976

BACKGROUND

The first TSAP was adopted by the BCC in November of 2012, which reflected the BCC’s commitment to reducing fatal and serious injury crashes. Transportation safety was further affirmed in the 2015 Clackamas County Strategic Priorities with “Build a strong infrastructure” and “Ensure safe, healthy, and secure communities”. The BCC adopted an updated TSAP on March 28, 2019. The 2019 TSAP highlights a summary of recent crash data, current policies, and a review and update of action items based on broad stakeholder and citizen input. The 2019 plan also includes a Local Road Safety Plan, which outlines a prioritized list of safety related projects for County-owned roads.

Road Safety as a Public Health Issue – The Blueprint for a Healthy Clackamas County (2017-2020) includes a goal to eliminate serious and fatal crashes, which is directly aligned with the TSAP’s goals. The presentation will outline the specific areas where the TSAP and the Blueprint for a Healthy Clackamas County intersect and complement Performance Clackamas priorities; a public health approach to road safety; and the collaborative efforts between the Public Health Division and DTD to increase road safety.

RECOMMENDATION

Staff recommends the Board of County Commissioners acting as the Board of Health reaffirm the Transportation Safety Action Plan and direct Public Health to continue to collaborate with other County departments to address complex issues that span multiple sectors within Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Clackamas County Board of Health

July 11, 2019



Public Health
Prevent. Promote. Protect.

Health, Housing
& Human Services 
CLACKAMAS COUNTY

Agenda

- Introductions
- Transportation Safety Action Plan Adoption
- Blueprint for a Healthy Clackamas County

Role of the Board of Health

Board of County Commissioners serves as the Board of Health for Clackamas County (set forth in ORS 431.415):

- The county board of health is the policymaking body of the county
- The county board of health shall adopt rules necessary to carry out its policies
- The county board of health shall not adopt a rule or policy that is inconsistent or less strict than any public health law or rule of the Oregon Health Authority
- The county board of health may adopt schedules of fees for public health services

Road Safety: A Public Health Issue



Public Health
Prevent. Promote. Protect.

Health, Housing
& Human Services 
CLACKAMAS COUNTY



Objectives

This presentation provides the Clackamas County Board of Health:

- A Public Health lens of the Transportation Safety Action Plan
- A request to reaffirm the TSAP as the Board of Health

March 28th,
2019



Board of Commissioners adopted the
Transportation Safety Action Plan.

Safety Action Plan Goal

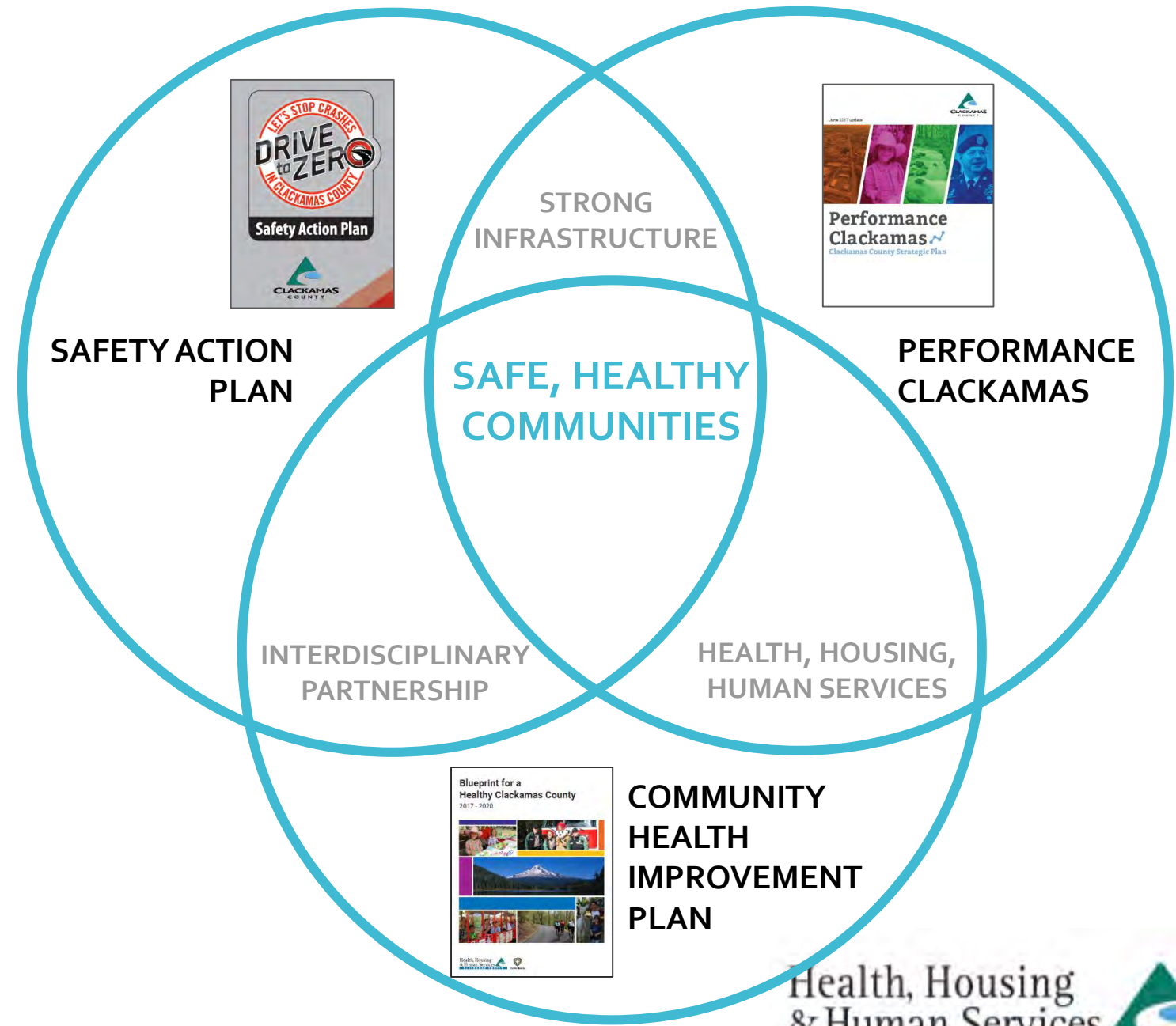


Eliminate fatal and serious injury crashes by 2035.



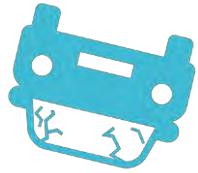
Eliminate all fatal and serious injury crashes.

Goal Overlap Areas



Crashes and Economic Costs

In Clackamas County there is an average of:



1 fatal crash every **2** weeks



\$42M
Estimated costs
per year



1 serious injury crash every **3** days



\$11M
Estimated costs
per year

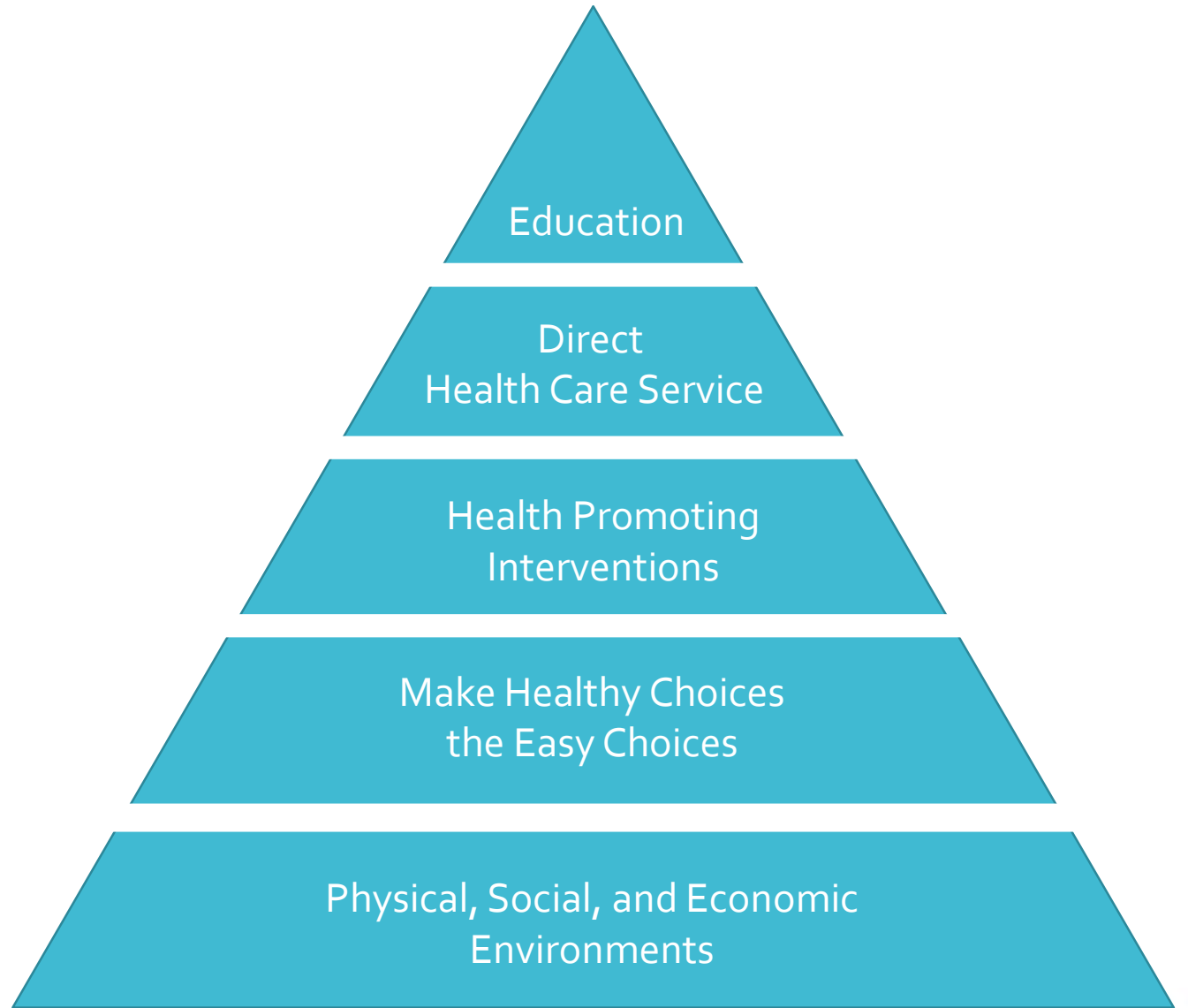
Average Costs of Motor Vehicle Injuries, National Safety Council, 2017

Health Impact Pyramid

Individual



Societal



Safe Systems Approach



People **will make mistakes** that lead to crashes



The human body **has a limit** to tolerating crashes



Road safety is **everyone's responsibility**, especially those who design the roads



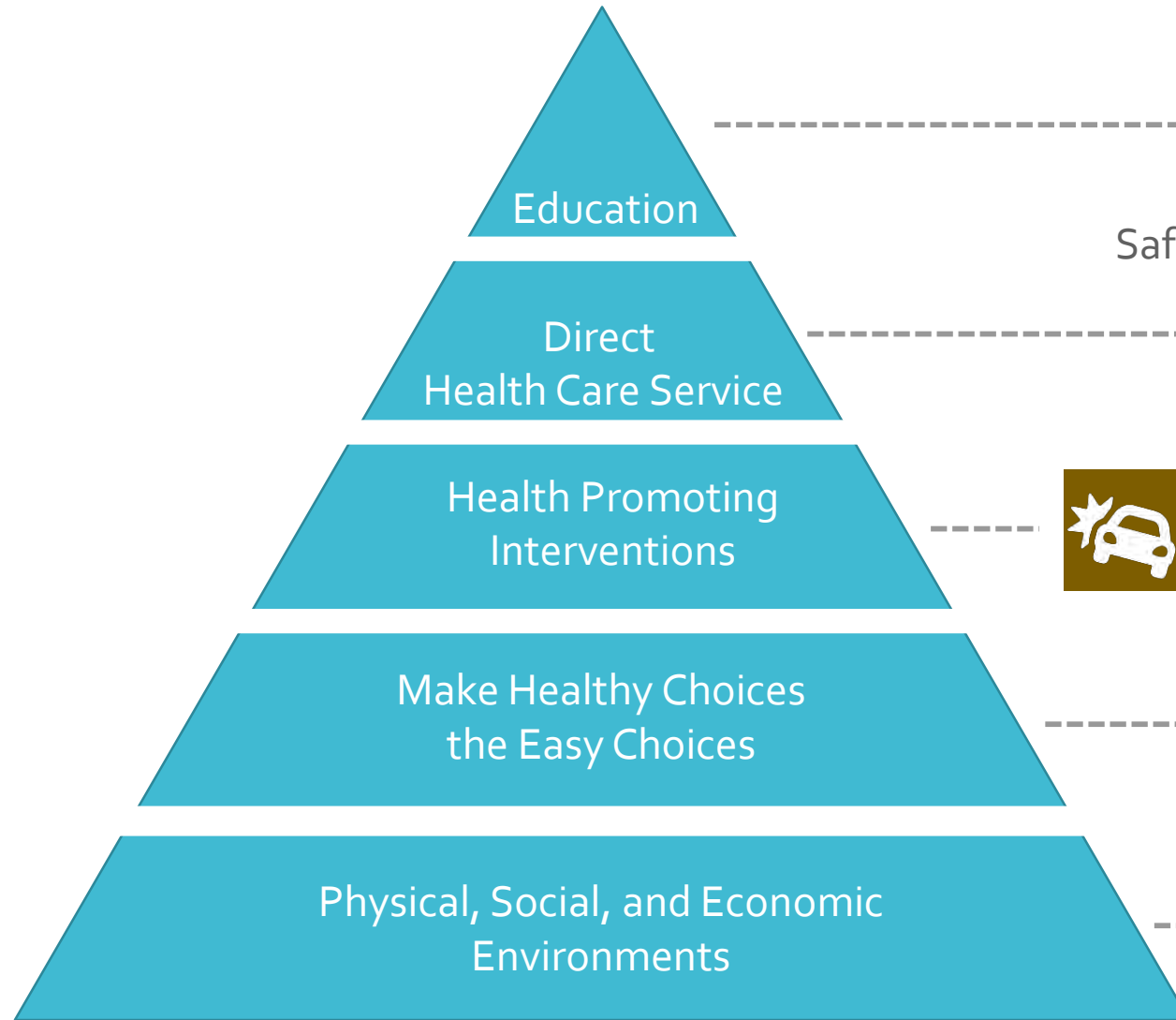
All elements of the road system must be strengthened to multiply protective efforts

Connections

Individual



Societal



Safe Drivers



Safety Management



Safe Vehicles



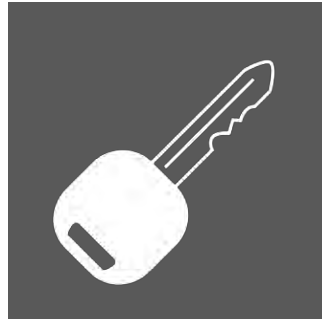
Safety Culture



Safe Roads



Connections



Addressing **substance use** and reducing driving under the influence



Using **health impact assessments** to add a Health and Safety lens to County Projects



Sharing data to find new insights to better plan investments

Why reaffirm?

By reaffirming the TSAP, the BOH:

- Advances Performance Clackamas Strategic Priorities
- Advances Department of Transportation and Development goals
- Advances Public Health Goals

AND

- Helps Clackamas County lead with an approach to creating safe, healthy communities that promote **partnership** and **efficiency**

Request



We respectfully ask the Board of Health to reaffirm the 2019 Clackamas County Transportation Safety Action Plan.

Clackamas County

DRIVE TO ZERO SAFETY ACTION PLAN



March 2019



Clackamas County

DRIVE TO ZERO SAFETY ACTION PLAN

Prepared For:

Clackamas County

Prepared By:

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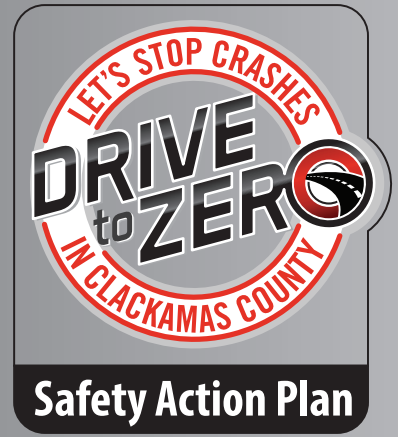
Top 50 SPIS Sites Analysis

Part 2 Appendix B

Project Lists and Maps
Projects Programmed for Construction

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Introduction

Drive to Zero Safety Action Plan

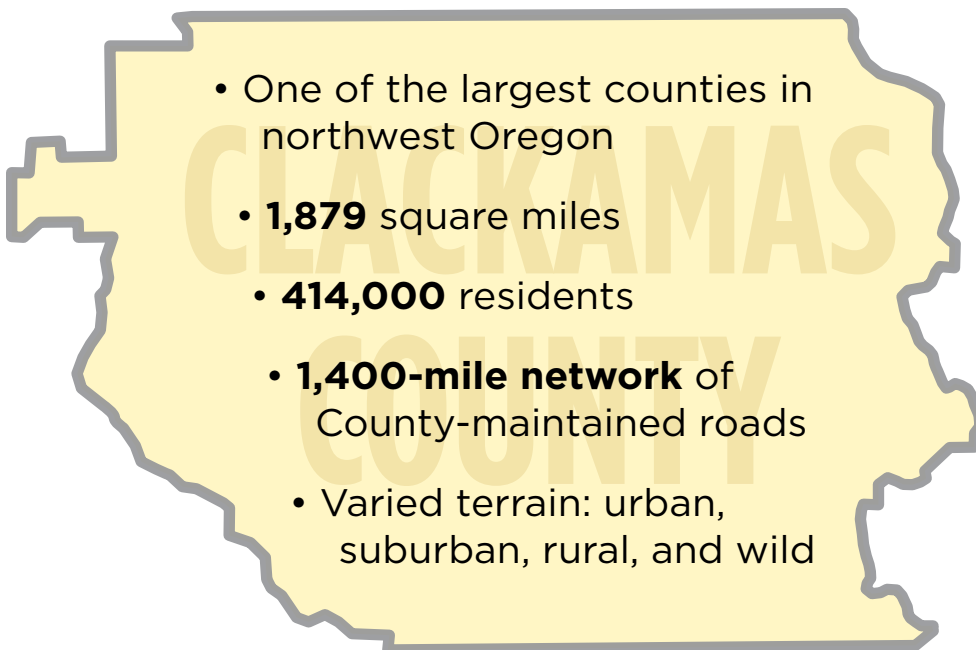




Introduction

The Problem

From 2009 to 2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. In addition to the tragedy of this loss of life and quality of life, the economic impact of these and other less severe crashes was greater than \$100 million per year during this period. A survey of residents found that most believe that the only acceptable number of fatal and serious injury crashes in Clackamas County is zero. Given this belief, **the county has set a goal to eliminate fatal and serious injury crashes by 2035.** This plan is the roadmap to achieve this goal.



How to use this plan

County departments:

- Follow through on action items in Part 1
- Implement the Local Road Safety Plan in Part 2

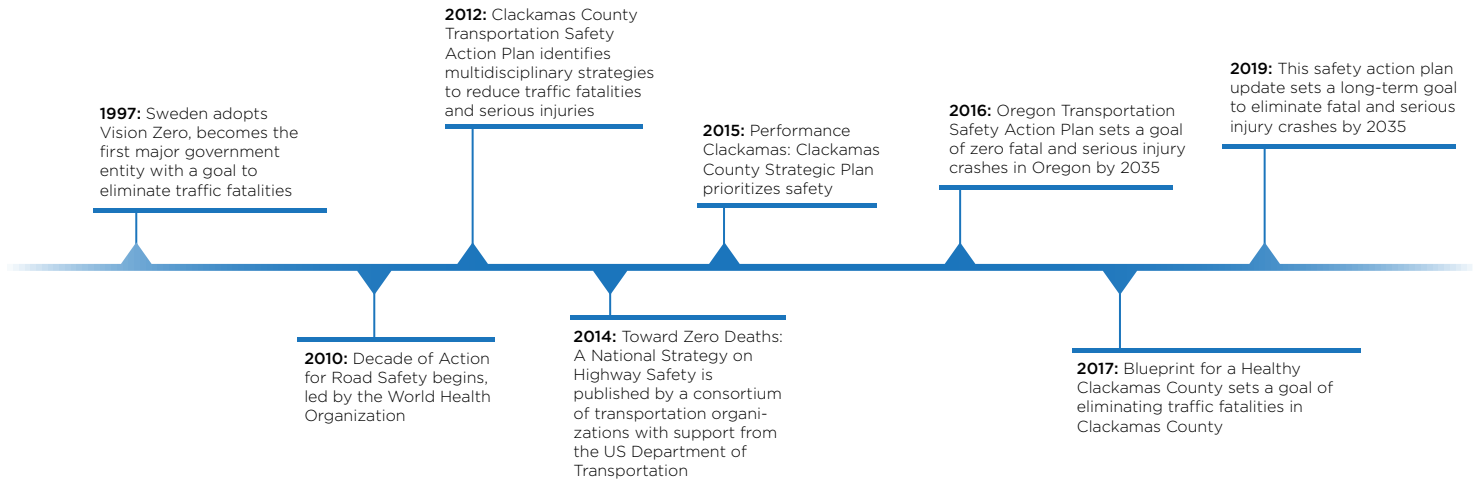
Other organizations:

- Follow through on action items in Part 1
- Review data presented in Part 1 to use in advocacy and outreach efforts

General public

- Demonstrate safe driving
- Let your elected officials know that zero is the only acceptable number of traffic fatalities

Figure 1-Recent Advancements in Transportation Safety Planning in Clackamas County and Beyond



Recent Progress in Transportation Safety

Viewpoints on roadway safety have evolved over the last twenty years, both in ceasing to accept severe crashes as inevitable and in becoming more multidisciplinary, as shown in Figure 1. This figure also shows that Clackamas County’s goal of eliminating fatal and serious injury crashes is aligned with international, national, state, and local organizations. The first document setting a goal in Clackamas County to eliminate traffic fatalities was published in the *Blueprint for a Healthy Clackamas County* in 2017. **Appendix A** describes these plans in further detail.

Plan Outreach Efforts

- Meetings with Drive to Zero Advisory Group
- Interviews with stakeholders including:
 - County staff from multiple departments
 - Private organizations
- Public involvement opportunities using an online virtual open house advertised on County website, e-mail lists and social media

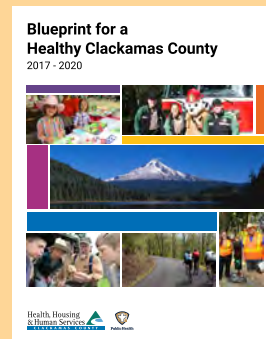
Plan Development Process

This plan is an update to the 2012 Clackamas County Transportation Safety Action Plan (TSAP). That plan, which was the first of its kind in Oregon for a local agency, outlined actions to reduce traffic fatalities and severe injuries by 50% over the following ten years through a multidisciplinary focus on engineering, education, enforcement, emergency medical services, and evaluation activities.

Since the completion of the 2012 TSAP, the county has made strides in advancing its vision of traffic safety through multidisciplinary efforts. These achievements include:

- A joint road safety audit/health impact assessment on SE McLoughlin Boulevard
- A pilot project to enhance Safety Culture in Molalla with experts from Montana State University
- Joint outreach efforts between the Health, Housing, and Human Services Department and the Department of Transportation and Development (DTD)
- Creating the Transportation Safety Program Manager position
- Integrating the Safe Communities Program into the Department of Transportation and Development

This plan builds on the 2012 effort. It has been developed through a collaborative process involving county staff from multiple departments, Oregon Department of Transportation (ODOT) staff, the general public and private organizations involved in transportation safety. This plan continues many actions identified in the 2012 plan, while introducing new actions based on best practices, data analyses, and input from the groups involved in developing this plan.



Blueprint for a Healthy Clackamas County

The county's Community Health Improvement Plan, *Blueprint for a Healthy Clackamas County*, sets goals related to access to care, a culture of health, and healthy behaviors. In addition to setting a goal to eliminate crash fatalities, the Blueprint sets goals to improve adverse health outcomes so residents can live and age well in healthy communities. Transportation related factors include commute time, poor air quality, and improving the built environment and transportation network.

PLAN OUTLINE

Reaching zero fatal and serious injury crashes will require a focused multidisciplinary effort and coordination between public and private organizations. As such, this plan contains a range of action items to be completed by several different organizations.

This plan is broken into two parts:

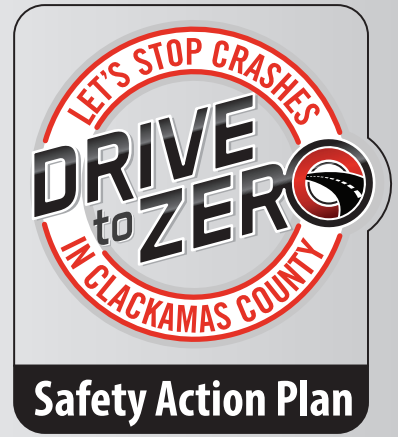
Part 1: The broad areas on which the county, its partner organizations and its residents must focus to achieve the goal of zero fatal and serious injury crashes by 2035. The plan's emphasis areas align with the *Toward Zero Deaths* national strategy, which include:

- Safe Drivers and Passengers
- Safe Infrastructure
- Safe Vehicles
- Safe Vulnerable Users
- Enhanced Emergency Medical Services
- Safety Culture
- Safety Management

The plan contains specific action items for each emphasis area, with responsible and supporting agencies and timelines for each item.

Successful implementation of this plan depends on everyone.

Part 2 (Local Road Safety Plan): This is a data-driven plan for county-owned roadways, which includes projects to reduce fatal and serious injury crashes on roadway segments and intersections based on crash and roadway analyses. Projects include countermeasures targeted at high crash locations, as well as treatments that can be deployed systemically throughout the county at locations with contributing factors to fatal and serious injury crashes. The plan prioritizes the projects and describes when the county will further investigate and implement them.



Part 1

Data Trends and Emphasis Areas

Drive to Zero Safety Action Plan

Part 1 Introduction

Clackamas County has a goal to eliminate fatal and serious injury crashes on its roads by 2035. Part 1 of Clackamas County's **Drive to Zero Safety Action Plan** describes the broad areas on which the county, its partner organizations, and its residents must focus to achieve this goal. These emphasis areas represent an evidence-based approach to reducing fatal and serious injury

crashes. They are based on a review of crash data in Clackamas County and best practices from local, national, and international sources. Notably the emphasis areas align with those of *Toward Zero Deaths: A National Strategy on Highway Safety*¹, of which the county is a proud partner, and the *Oregon Transportation Safety Action Plan, 2016*².

DRIVE TO ZERO

Achieving the goal of zero traffic fatalities will involve everyone.



1 Toward Zero Deaths Steering Committee. *Toward Zero Deaths: A National Strategy on Highway Safety*. June 2014. www.towardzerodeaths.org/.
 2 Oregon Department of Transportation. *Oregon Transportation Safety Action Plan, 2016*. 2016. www.oregon.gov/ODOT/Safety/Documents/TSAP_2016.pdf.



Thousands of people are involved in traffic crashes in Clackamas County each year, and dozens of families are faced with the tragedy of severe crashes that cause potentially life-threatening injuries or even death. We are committed, as a county, to tackle the challenge of eliminating severe crashes by collaborating among our agencies and partnering with community stakeholders and nonprofit associations. This collective multi-pronged approach will advance our shared goal of eliminating traffic fatalities and serious injuries on Clackamas County roads by 2035. This Transportation Safety Action Plan (TSAP) is a starting point and a dynamic framework for moving forward.

Preventable serious injuries and deaths from traffic crashes pose a public health concern to all who live, work, play, and travel through Clackamas County. This TSAP builds on data-driven strategies to increase health outcomes by improving the built environment and engaging county residents to help build a community that supports a healthy culture of safety.

Everyone in Clackamas County has a vital role in preventing crashes. **We ask you to embrace the affirmation that TRAFFIC SAFETY STARTS WITH ME!** Throughout this plan you'll find opportunities to take action and help us in our Drive to Zero.

Part 1 is organized into the following sections:

- Crash Data Trends
- Safe Drivers and Passengers
- Safe Infrastructure
- Safe Vehicles
- Safe Vulnerable Users
- Enhanced Emergency Medical Services
- Safety Culture
- Safety Management

The Safe System

The Safe System approach prioritizes safety first when designing infrastructure. The principles of this approach include:

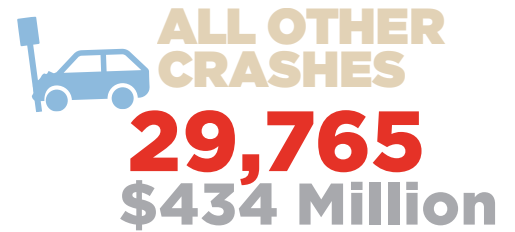
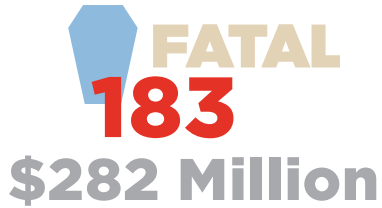
- People will make mistakes, but these mistakes should not lead to death or serious injury.
- Speeds have a direct relationship to the severity of crashes.
- Safety is everyone's responsibility, especially the designers of the system.
- Safety must be considered at all levels to provide redundancy when one part fails.

Source: Towards Zero Deaths Foundation. www.towardszerofoundation.org/thesafesystem/#principles

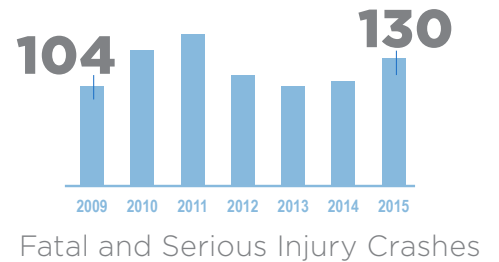
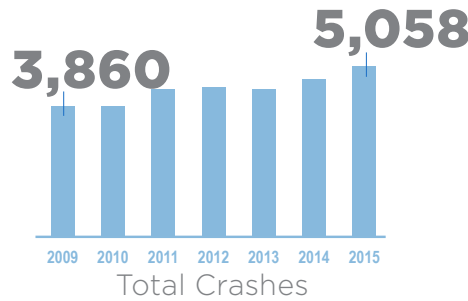
Crash Data Trends

From 2009 to 2015, **183** people were killed in traffic crashes in Clackamas County. Another **795** people suffered serious, potentially life-altering injuries.

The economic impact of these and other less severe crashes was **\$787.5 million**, or about **\$112.5 million per year**. Economic costs during this time are shown by crash type below.

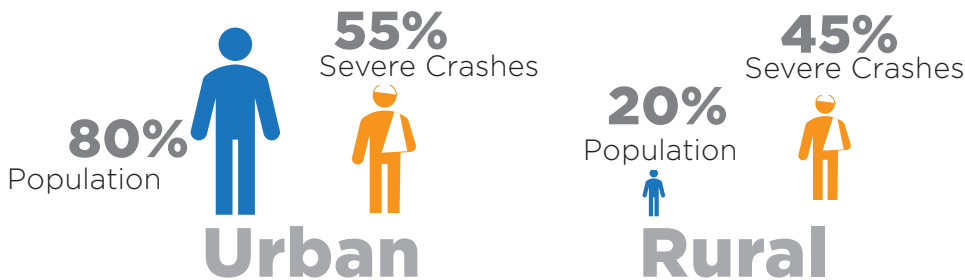


Over the past seven years, reported total crashes (30%), and reported fatal and serious injury crashes (25%) have generally increased in Clackamas County. This increase has outpaced the county's population growth of 4% over the same time.



Rural vs. Urban

People drive further in rural areas to reach destinations and emergency response times can be longer than in urban areas. Speeds are also higher than in urban areas and there are fewer transportation options. As a result, rural areas are more susceptible to severe crashes than urban areas. As shown below, 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas.*



*Urban areas, as defined by the Federal Highway Administration, include any areas defined by the Census as being urbanized (either urbanized areas or urban clusters) with a population of 5,000 or greater. By this definition, for example, Molalla is considered urban and Estacada is not.

The Real Cost of Crashes

More difficult to calculate than the economic costs of crashes are the quality of life costs. So many of us know someone who was impacted by a crash, and those impacts reverberate throughout entire communities.

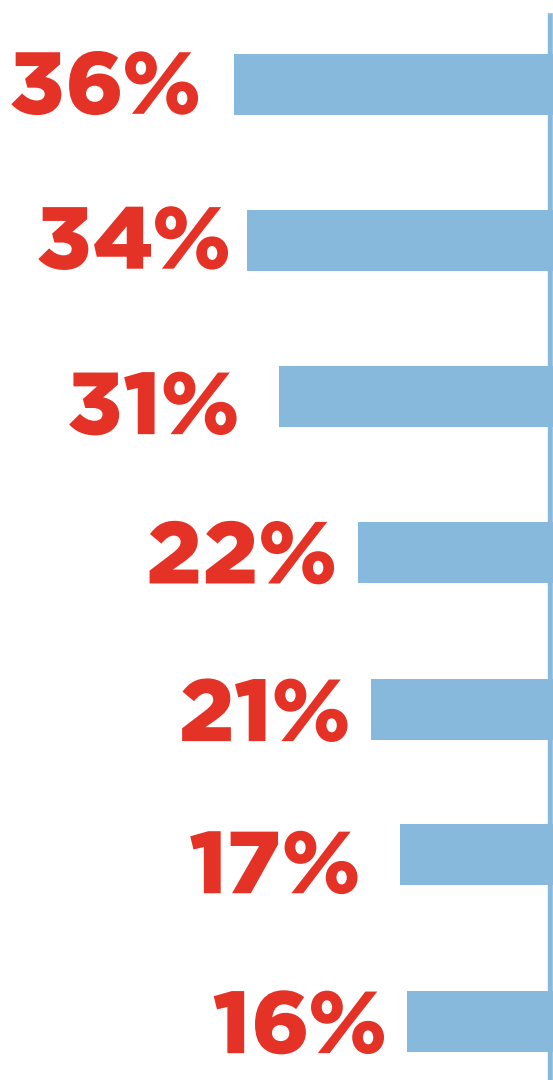
One such tragic event involved 6-year-old Derick Bedwell, who was killed in a drunk-driving crash in rural Molalla in June 2018. Because of the remote location, the victims had to flag a passing vehicle and travel 13 miles to reach cell service. By the time medical personnel arrived, it was too late. Derick's death impacted his family, his friends and his entire community.

In addition to tragic fatal crashes like this, crashes that don't end lives can still drastically affect them. Health issues stemming from serious crashes can lead to job and housing loss, financial trouble and mental health problems.

The most frequent contributing factors in reported crashes are:



Fatal and Serious Injury Crashes by Contributing Factor*



The most frequent contributing factors to fatal and serious injury crashes are:



Inexperienced Drivers: Crashes where the driver was 25 years of age or younger.



Roadway Departures: Crashes where the vehicle left the roadway or crossed over the center line.



Aggressive Driving: Crashes where the driver was driving too fast for conditions, following too closely, failing to avoid vehicle ahead, or exceeding the posted speed limit.



Motorcyclists: Crashes involving a motorcycle driver or passenger.



Alcohol/Drug: Crashes where the driver was under the influence of alcohol or drugs.



Senior Drivers: Crashes where the driver was 65 years old or older.



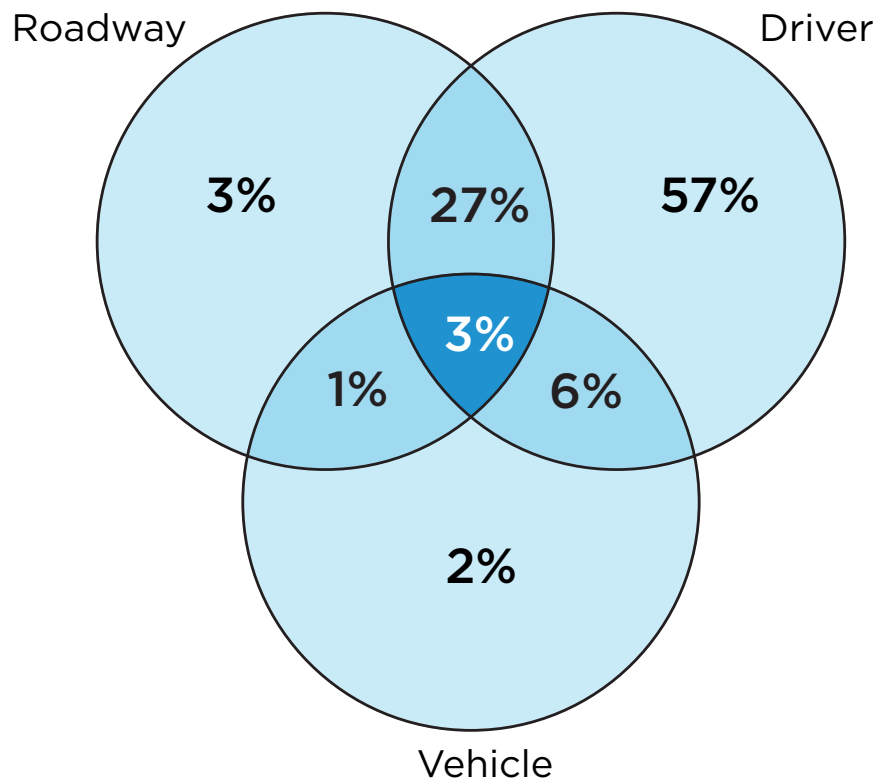
Pedestrians and Bicyclists: Crashes involving a person walking or bicycling.

* The percentages show when a factor was involved in a crash. Many crashes have more than one contributing factor.

Safe Drivers and Passengers

Causes of Crashes

The most common cause of crashes in Clackamas County, as well as throughout the country, is human error. As shown below, human error is a factor in 93% of crashes, while vehicle and infrastructure factors are present in 34% and 12% of crashes, respectively.¹ For the county to reach its goal of zero fatal and serious injury crashes, efforts across the entire social system must be accomplished. By changing attitudes, behavioral beliefs, and perceived norms, people using the transportation system can choose to make decisions to drive calmly, use seatbelts, drive sober, and use child passenger seats. Establishing values with safety as a primary core value will help people better understand when they should, and should not, be using the transportation system or choose to be a passenger.



Outreach should be tailored to the audience. One important way to do this is to provide information in multiple languages in locations with high non-English speaking populations.

¹ Treat, et al. Tri-Level Study of the Causes of Traffic Accidents. 1979

Attentive Driving

Data on distracted driving is difficult to collect, but in 2017 the Oregon Department of Transportation (ODOT) Distracted Driving Task Force Report² estimated crashes caused by distracted driving occur every three hours. Distracted driving can take many forms including eating, talking with passengers, and looking away from the road ahead. This topic has received increasing focus because of the rising use of cell phones, GPS devices, and other portable electronic devices while driving. Research from the AAA Foundation for Traffic Safety³ similarly reveals that in-vehicle technology like voice-based and touch screen features cause people to take their eyes and mental focus off the road and their hands off the wheel for potentially dangerous periods of time.

The Clackamas County Drive to Zero team offers the Posters & Coasters Safe Driving Media Contest to county high school students. The contest asks students to create artwork about safe driving for a chance to win prizes and share safe driving behavior with their local community. Nearly 100 high school students entered in 2018, with the winning poster shown here:



Artwork by: Kara Atiyeh, Junior, Sandy High School.

In response to findings and recommendations made by the ODOT Distracted Driving Task Force, House Bill 2597 took effect on October 1, 2017 making it illegal to drive in Oregon while holding or using any electronic device including cell phones, tablets, GPS or laptops.

However, new in-vehicle electronics and technologies are constantly entering the market. No matter what the newest distraction may be, all drivers need their focus to be on the road at all times.

Action Items-Attentive Driving

- Work with employers to institute distracted driving policies at their workplaces. The National Safety Council has a sample contract in its Distracted Driving toolkit.
- Educate youth and adults on the importance of paying attention when using the transportation system.
- Encourage businesses, institutions, and families to create policies related to driving safely, including attentive driving.

Attentive Driving - What Can You Do?

- Place electronic devices in a location you can't access before you start driving.
- Assign a designated texter.
- If you need to use an electronic device, pull over into a legal parking spot.
- Consume food or drink before or after driving
- Stay alert for wildlife crossing the roadway in rural areas.
- Program music or directions before you start driving.
- Take the Drive to Zero [Attentive Driving Pledge](#).⁴

2 Reducing Distracted Driving in Oregon: An Interdisciplinary Approach to a Statewide Problem. Oregon Department of Transportation. February 2017.

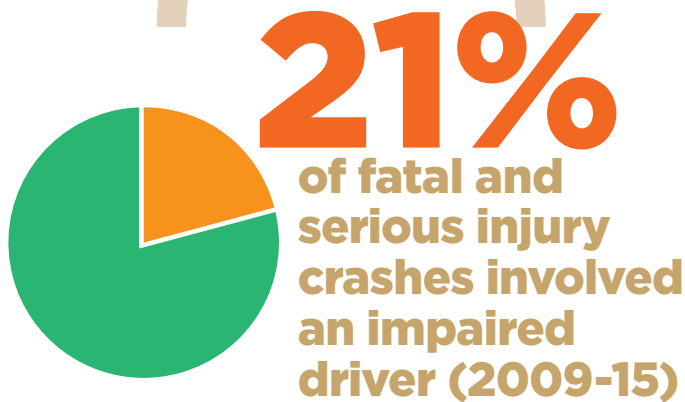
3 Visual and Cognitive Demands of Using In-Vehicle Infotainment Systems. AAA Foundation for Traffic Safety. October 2017.

4 www.clackamas.us/drivetozero/pledge.html

Safe Drivers and Passengers

Sober Driving

Over one-fifth of reported crash fatalities and serious injuries in Clackamas County involve alcohol- or drug-impairment. Additionally, fatigue, stress, and medications can lead to an impaired state that increases the risk of a crash.



Action Items-Sober Driving

- Work with alcohol and marijuana retailers/servers to encourage compliance checks to deter selling to, and reward those who do not sell to, underage individuals.
- Promote the Oregon Liquor Control Commission's Responsible Vendor Program.
- Provide educational posters, social media posts, and public service announcements to inform the public about the dangers of impaired driving.
- Work in schools to educate students on the consequences of impaired driving.
- Coordinate with enforcement agencies to gain support of legislation and penalties associated with impaired driving.

A substance use disorder is a treatable condition in which the use of alcohol or other substances leads to a clinically significant impairment or distress.

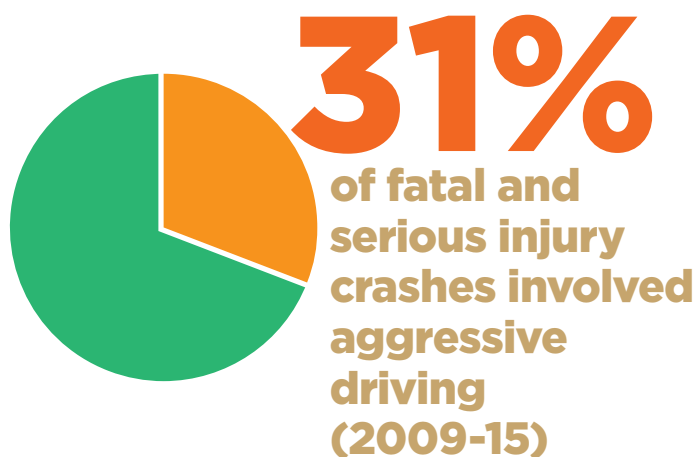
- Provide Drug Recognition Expert (DRE) training for all county law enforcement officers.
- Increase Driving Under the Influence of Intoxicants (DUI) and impaired driving enforcement.
 - » Data-driven saturation patrols.
 - » Drug recognition training (DRE & K9), standardized field sobriety tests training, and wet labs.
 - » Assign a dedicated DUI enforcement unit.
- Develop repeat DUI driver offender programs focused on treating the causes of DUI.
- Grow partnerships and support existing efforts to reduce underage drinking, underage marijuana use, and drug use through funding, educational outreach, and coalition membership.
 - » Partner with substance abuse treatment programs.

Sober Driving - What Can You Do?

- Drive sober and alert.
- Plan your ride home or assign a designated driver before you begin drinking or using marijuana.
- Prevent others from driving when they're intoxicated.
- Know the effects of any medication you're taking, prescription or over-the-counter.

Calm Driving

Aggressive driving was a factor in 46% of all reported crashes and 31% of reported fatal and serious injury crashes in Clackamas County from 2009 to 2015. Of these severe crashes, 85% involved speeding or driving too fast for conditions.



We take our personal lives with us wherever we go. If we're stressed or angry, that can carry through to our use of the transportation system and lead to erratic and dangerous driving. Efforts from the Clackamas County Public Health Division as described in **Blueprint for a Healthy Clackamas County** are critical to ensuring road users are in the right mental state to drive safely.

Action Items-Calm Driving

- Install speed feedback signs.
- Work with ODOT and individual cities to implement best practices in setting design speeds and speed limits, including risk-based speed limits.
- Implement automated enforcement of speeding and red-light running. (Based on current laws, this can only be used in cities, not in unincorporated communities of Clackamas County).

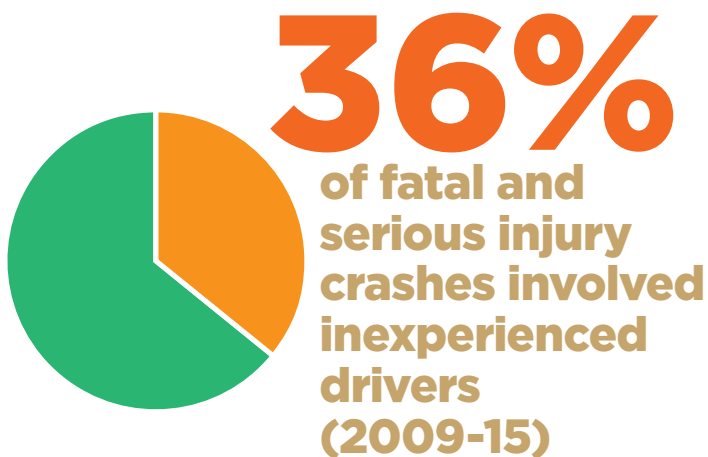
Calm Driving - What Can You Do?

- *Plan enough time to reach your destination so you don't need to speed to arrive on time.*
- *Drive the speed limit and leave ample following distance.*
- *Yield right-of-way to pedestrians and bicyclists at crosswalks and driveways.*
- *Calm yourself before driving if feeling stressed or angry.*

Safe Drivers and Passengers

Inexperienced Drivers

Inexperienced drivers are defined as drivers age 15 through 25. This demographic accounted for 40% of all reported crashes and 36% of reported severe crashes in Clackamas County from 2009 to 2015. Throughout the U.S., motor vehicle crashes are the leading cause of death for teenagers. These drivers' inexperience and their likelihood to overrate their driving abilities require special attention, according to *Toward Zero Deaths: A National Strategy on Highway Safety*.



According to ODOT, young drivers ages 15-20 without driver education, account for over 90% of all crashes involving drivers of this age.²

Action Items-Inexperienced Drivers

- Support driver education programs, especially in rural areas that may struggle for access to programs.
- Begin safety education before young people reach driving age, as early as preschool. Partner with groups such as **Safety Towns** and school districts.
- Support family-based driver education to leverage parental influence.
- Continue to support peer-based safe driving marketing efforts.
- Continue outreach programs in high schools county-wide to provide driver and non-motorized travel safety education.

Inexperienced Drivers - What Can You Do?

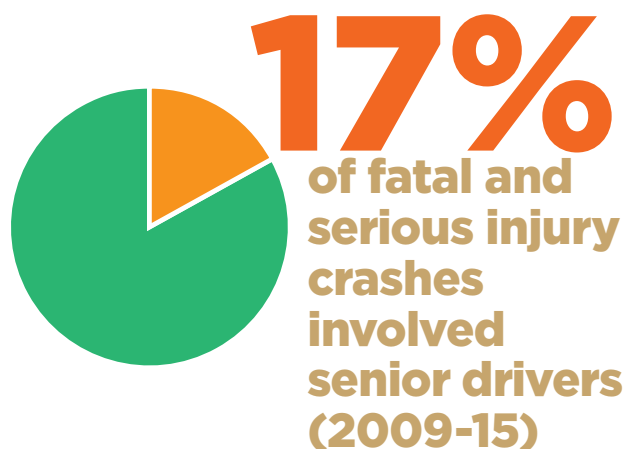
- *Work with young family members to impart safe driving principles before they reach driving age.*
- *Enroll teens approaching driving age in formal driver education courses.*
- *Sign a [Parent-Teen Driving Contract](#)¹ with young drivers in your family.*
- *Lead by example - always drive attentively, calmly and sober*

1 www.cdc.gov/MotorVehicleSafety/pdf/Driving_Contract-a.pdf

2 October 19, 2018 ODOT Press Release "Driver Education making all the difference in the world in Oregon."

Senior Drivers

Senior drivers are defined as age 65 or older. This demographic accounted for 18% of all reported crashes and 17% of reported severe crashes in Clackamas County from 2009 to 2015. Lower motor skill coordination at older ages, combined with a continued need to drive to medical care, shopping, and socialization creates special needs for this population. Several actions can be taken to improve senior driver safety.



Senior Drivers - What Can You Do?

- Take the online [AAA Roadwise Driver Course](http://www.aaadrivercourse.com)¹.
- Use transit options such as TriMet and Clackamas County Transportation Reaching People when possible.
- Ask your doctor or pharmacist to review medicines for side effects such as drowsiness that may affect safe driving.
- Have your vision checked annually.
- Drive during daylight hours when possible.

Seniors rely on transportation for socialization and medical needs. To enable them to access these critical needs without driving themselves, other transportation options are necessary. This is a particular challenge in rural areas, where transit options are often minimal and pedestrian infrastructure is often lacking.

Action Items-Senior Drivers

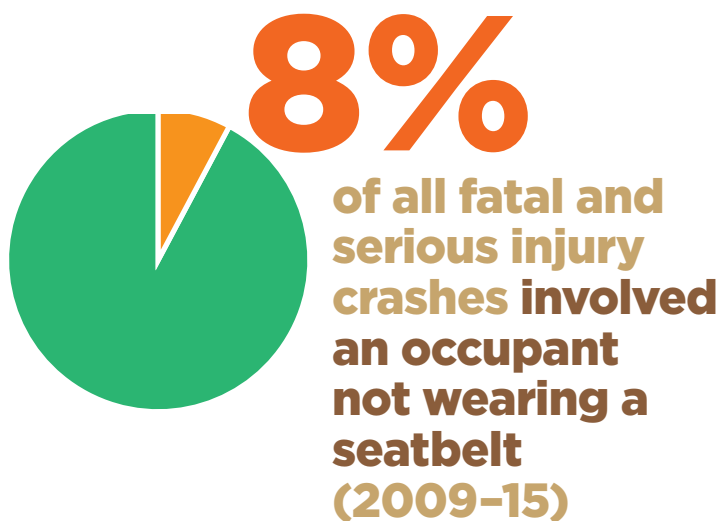
- Encourage conversations about safe driving between family members and the health care community through educational campaigns, pamphlets, and online resources.
- Since seniors are more likely to be taking medications, teach people about the impact of medicines on their ability to think clearly and react quickly.
- Support training sessions through organizations, such as AARP, AAA, and insurance companies, to help seniors maintain driving skills.
- Provide transportation options through infrastructure that allows for transit, walking, and other forms of transportation.
 - » Focus this effort in rural areas where maintaining mobility without driving is most difficult.
 - » Partner with transportation assistance programs to promote non-driving options.

¹ www.seniordriving.aaa.com/maintain-mobility-independence/driver-improvement-courses-seniors/take-online-defensive-driving-course/

Restraining Devices: Seatbelts, Child Passenger Seats, and Pet Harnessing

The state of Oregon boasts a seatbelt usage rate of 98%¹, among the highest in the country. In Clackamas County 8% of severe crashes involved a driver or passenger not wearing a seatbelt. Additionally, while just 2% of all occupants don't use seatbelts statewide, crashes involving impaired driving had an unbelted occupant 19% of the time.

Child passenger seats must be installed and used properly to achieve their full benefit. Additionally, pets need to be harnessed in vehicles to protect them, vehicle operators, and emergency responders.



Action Items—Restraining Devices

- Support Safe Kids Oregon, ODOT, and Oregon Impact in their education efforts on child passenger safety.
- Raise awareness of the frequency of incorrect car seat installation. Provide information on the safety outcomes of properly installed car seats, including types of seats, when they should be front or rear facing, when children should be seated in the front or back of vehicles, and other laws related to seatbelt use.
- Provide car seat installation assistance. If possible, offer reduced priced seats for sale to low-income families.
- Support education, marketing, and enforcement efforts to further increase seatbelt usage in Clackamas County.
- Complete gap analysis of child passenger safety in Clackamas County.
 - » Implement recommendations from gap analysis report.

Restraining Devices - What Can You Do?

- Use your seatbelt and encourage others in your vehicle to do the same.
- Learn how to properly use car seats, including when they should be front or rear facing, when children should be seated in the front or back of vehicles, how to properly use car seats while wearing a winter coat, and how to avoid unsafe after-market items and toys.
- Get a child seat checkup with [Oregon Impact](#)².
- Use new car seats.
- Check for child passenger seat recalls at www-odi.nhtsa.dot.gov/recalls/childseat.cfm

1 Oregon Department of Transportation. Oregon Transportation Safety Action Plan. 2016.

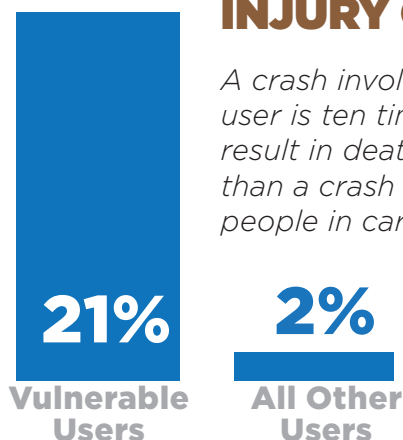
2 www.oregonimpact.org/car-seat-resources.htm

Safe Vulnerable Users

People walking, bicycling, or riding a motorcycle are considered **vulnerable users** because they do not have the same physical protection as people in a motor vehicle. It's no surprise that people walking, bicycling, or on motorcycles are involved in a disproportionately high number of fatal and serious injury crashes.

REPORTED CRASHES RESULTING IN SERIOUS INJURY OR DEATH

A crash involving a vulnerable user is ten times more likely to result in death or serious injury than a crash involving only people in cars or trucks.



Other Plans

The Oregon Department of Transportation **Safety Action Plan** lists improving vulnerable user safety as a near-term emphasis area. The Toward Zero Deaths national strategy lists safer vulnerable users as a key area. Lastly, the **Blueprint for a Healthy Clackamas County** and **Clackamas County Drive to Zero** program define a long-term goal of eliminating all pedestrian, bicycle, and motor vehicle traffic crash fatalities in Clackamas County.

A study from the US Department of Transportation shows that the faster a vehicle is traveling, the higher the likelihood is that a pedestrian crash will be fatal.



PEDESTRIAN DEATH DUE TO SPEED

U. S. DEPARTMENT OF TRANSPORTATION, LITERATURE REVIEWED ON VEHICLE TRAVEL SPEEDS AND PEDESTRIAN INJURIES. MARCH 2000.

Image created by the Portland Bureau of Transportation.

Safe Vulnerable Users



Action Items

Pedestrians

People walking face the most conflicts with motor vehicles. Action items to

mitigate pedestrian crashes include:

- **Work with partners** through safety fairs, school presentations, town halls, and community events to develop and provide safety education, including the following outreach for children.
 - » Safe crossing practices
 - » Not playing behind vehicles or near streets
 - » Importance of adult supervision

Pedestrians - What Can You Do?

- *Be attentive and put away electronic devices when walking or rolling.*
- *Cross the roadway at crosswalks and traffic lights.*
- *Wear high-visibility clothing.*

- **Adult pedestrian outreach**, such as safe crossing practices and new pedestrian infrastructure education.
- **Design roadways** integrating pedestrian safety considerations by providing pedestrian infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between pedestrians and motorists (see Part II for more information).
 - » Sidewalks, pathways, and other walkways separating pedestrians from motor vehicles along roadways
 - » Enhanced roadway crossings, where appropriate
 - » Pedestrian-focused traffic signal timing, such as elimination of permissive right-turns on red and leading pedestrian intervals
- **Continue to support** the Clackamas County Safe Routes to School program.
- **Continue support** for County Bike and Pedestrian Program.

Motorists - What Can You Do?

- *Pay extra attention to look for people who may be crossing, or about to cross, the street at all intersections and other crossings.*
- *Give ample space between your vehicle and people bicycling when passing.*
- *Obey all traffic laws and drive predictably.*

Other vulnerable roadway users include construction workers, law enforcement agents, and Adopt-a-Road volunteers as well as skateboard, e-scooter, and hoverboard and other mobility device users.

Safe Vulnerable Users



Action Items

Bicyclists

Bicyclists face the most conflicts with motor vehicles. The following

action items can improve bicycle safety.

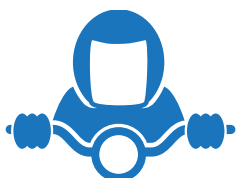
- **Education and awareness** campaigns centered on driver and bicyclist behavior, common crash types, and low-light visibility issues.
- **Roadway design** integrating bicycle safety considerations by providing appropriate bicycle infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between bicyclists and people driving (see Part II for more information).

- » Shared lane markings, wayfinding, and where necessary, traffic calming for lower speed and volume roadways.
- » Increasing physical separation between people biking and motor vehicles as motor vehicle volumes and speeds increase, including physical barriers at higher speeds and volumes.

- **Continue to support** the Clackamas County Safe Routes to School programs.
- **Continue support** for County Bike and Pedestrian Program.
- **Support prevention agencies** such as Think First that provide training and education related to helmet use.

Bicyclists - What Can You Do?

- *Wear a helmet and use front and rear lights.*
- *Obey all traffic laws and ride predictably.*



Action Items

Motorcyclists

Motorcycles are motor vehicles, but motorcyclists have a lower level of protection and face

higher traffic injury and fatality risks. One of the best ways to improve motorcycle safety conditions is through education and outreach.

Ideally, motorcycle education efforts should leverage motorcycle culture and be led by fellow riders. This can include outreach on:

- Proper safety equipment
- Safe riding practices
- Motorcycle handling skills and maintenance

- ODOT and Team Oregon training and outreach work

Motorcyclists - What Can You Do?

- *Wear a helmet and protective clothing.*
- *Obey all traffic laws and ride predictably.*
- *Take a [Team Oregon motorcycle training course](http://team-oregon.org/training/)¹.*

¹ <http://team-oregon.org/training/>

Safe Infrastructure



The choices drivers make are influenced by the roadway infrastructure around them. For instance, people may feel comfortable driving faster than the posted speed limit on a roadway that is designed for faster speeds. Further, people will make mistakes when they drive. Whether these errors result in death or serious injury depends, in part, on infrastructure design.

Vehicle technology is rapidly changing toward a future with connected and autonomous vehicles. Infrastructure that is designed to communicate with vehicles will help prevent collisions in the future. Guiding principles and policies to support safety infrastructure include:

Safety should be a priority on every project

- Consider safety-based measures for a given design criteria to evaluate roadway performance.
- Develop policies and practices to incorporate safety assessments into project development, design, and construction.
- Convene a group to investigate how to incorporate increased safety analysis requirements into development review:
 - » Develop and implement crash frequency standards.
 - » Assess impact fees for trips through Safety Focus roadways and intersections.
- Integrate Road Safety Audits (RSAs) into the project development process. Encourage RSAs on existing roads and intersections.

Deploy safety countermeasures related to safety emphasis areas

- See Part 2 of the plan for more information on specific countermeasures and locations.

Design for all expected users

- Design appropriate infrastructure for people walking and biking.
- Educate and inform users of infrastructure changes.
- Enact roadway design standards that encourage vehicle speeds appropriate for the surrounding land use.

Performance Clackamas sets Pavement Condition Index (PCI) goals as follows:

- By 2022, maintain the average condition of paved county roads at 70 PCI or higher.
- By 2022, improve the average condition of urban local roads to a PCI of 70 or higher.

Prepare roadways, streetlights, signals, etc. for vehicle-to-infrastructure communication

- Monitor future trends to discern best options for pursuing this action item.

Safe Vehicles

Vehicle factors, such as brake failure, tire underinflation, and vehicle-related vision obstructions are the sole cause of about 3% of reported cases and contribute to about 12% of reported crashes in the United States¹. While vehicle-only contributing factors are rare, eliminating them provides opportunities to save more lives. Advances in vehicle technology will help reduce collisions and protect occupants. This section discusses Clackamas County's role in improving commercial fleet vehicle safety and passenger vehicle safety.

Action Items - Safe Vehicles

Clackamas County can help improve safety performance for commercial and personal vehicles:



Commercial Vehicles

- Increase Motor Carrier Safety inspections and outreach.
- Develop safety standards for County fleet vehicles.



Personal Vehicles

- Develop and implement education and outreach efforts to communicate safety benefits and limitations of new vehicle technologies.
- Analyze crashes involving vehicle malfunctions and use results to inform outreach, and possibly enforcement, efforts.

Safe Vehicles - What Can You Do?

- When purchasing a new or used vehicle, compare its [safety features](#)² with other vehicles.

Technology Advances and Safety

Newer vehicles and connected/automated vehicles can help drivers avoid crashes and improve safety in the following ways:

- **Perform some driving-related tasks**
- **Alert drivers to risk**
- **Assist drivers who are at risk of a crash**
- **Protect vehicle occupants during a crash**
- **Enable communication with other vehicles and the roadway**
- **Help vehicles continue to perform as designed**

Sources differ dramatically on when automated vehicles will hit the market and what levels of automation they'll possess. Some automation (such as cruise control) has been around for years, and vehicles that can drive themselves in specific situations and in good weather are on the streets now¹. However, fully automated vehicles may not saturate the market for some time. Carmakers across the country hope to put fully automated vehicles on the market by 2025², but many in the industry³ believe that obstacles such as crash ethics and cybersecurity could pose obstacles to widespread adoption.

- 1 www.businessinsider.com/lyft-deploying-self-driving-bmws-in-las-vegas-2018-5
- 2 www.edmunds.com/car-news/auto-industry/honda-plans-self-driving-cars-by-2025.html
- 3 www.technologyreview.com/s/602292/top-safety-official-doesnt-trust-automakers-to-teach-ethics-to-self-driving-cars/

1 Treat, et al. Tri-Level Study of the Causes of Traffic Accidents. 1979.
 2 www.consumerreports.org/car-safety/cars-with-advanced-safety-systems/

Safety Culture

What is Safety Culture?

Safety Culture is the attitude, beliefs, perceptions, and values people share related to safety. It can be summed up by the phrase “the way we do things around here.” For Clackamas County, Safety Culture is the attitude residents share about safe driving and other forms of transportation. Clackamas County recognizes the need to grow a positive Safety Culture and to have everyone agree that serious injury or death from a vehicle crash is not acceptable. We must grow this Safety Culture across the county.

Positive Culture Framework from Montana University Center for Health and Safety Culture¹



¹ Graphic courtesy Montana State University

Safety Culture

In addition to the Molalla pilot project, the County's ongoing efforts to improve safety culture include:

- **Drive to Zero (DTZ)**, the Clackamas County initiative to eliminate fatal and serious injury crashes, focuses on safe driving and safe roadways. DTZ runs a number of programs, including youth-oriented education and outreach efforts, media campaigns, and the Molalla pilot project.
- **The Clackamas County Traffic Safety Commission** consists of 12 Clackamas County residents, including one or more high school students, that meets monthly to discuss a variety of safety-related topics and provide a community perspective on what is needed to improve safety in Clackamas County.
- Publishing the **Blueprint for a Healthy Clackamas County**, which establishes a long-term goal to eliminate traffic fatalities in Clackamas County.
- **The Clackamas County Safe Routes to School Program** focuses on increasing safety, walking and biking to local schools. Included in the program is extensive outreach and encouragement about safety for all users.

Molalla Safety Culture Project

In 2016, Clackamas County began a pilot project to build a rural community traffic safety program incorporating the **Positive Culture Framework (PCF)**. The Molalla rural area within the Molalla Rural Fire District boundary was selected due to their readiness including community-driven projects sponsored by the **Ford Family Foundation (FFF)** and the **Rural Development Initiatives (RDI)**. They were also chosen due to an overrepresentation of severe and fatal crashes.

Molalla Drive to Zero (M-DTZ) was formed under the umbrella of Molalla Communities that Care, a local non-profit. A fundamental component of the pilot was to establish a positive safety culture to encourage good choices and positive outcomes rather than traditional programs that focus on negative or traumatic methods of changing behavior.

The Center for Health and Safety Culture at Montana State University (MSU) provided consultation services including training and technical expertise on the PCF for the M-DTZ initiative. The PCF enhances efforts that grow a positive traffic safety culture. It is founded on the concept that there is positive in the community and it is worth growing. The outcome of the PCF framework was to support and enhance shared values and beliefs, in turn decreasing risky behaviors.

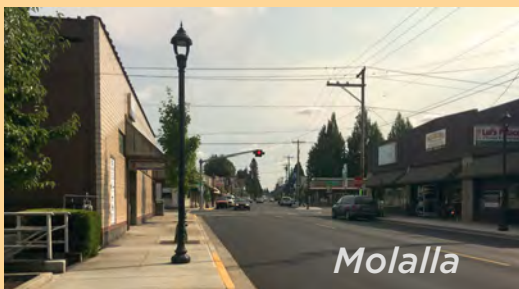
MSU conducted a survey within the Molalla Fire

Service boundary about community perceptions of traffic safety. Responses showed that community perception of traffic safety varied greatly. These surveys provided a lens through which stakeholders could better understand issues and perceptions within the community. The survey and local crash data also helped direct the program to select a focus area to work on, which was aggressive driving. As the program continued, other community projects were

chosen to work on including hosting child passenger safety education events, improving access to driver education for high school students, and creating safe driving policies for local businesses. While building capacity in the community for PCF takes time and effort, **there is deep interest in the community to grow a positive safety culture.**

M-DTZ stakeholders have provided outreach at safety fairs and community events. They have also reached out to school representatives, elected officials and law enforcement to discuss community-wide safety collaboration opportunities. These critical first steps are helpful for the community to lay the groundwork to grow a positive safety culture in the community.

Clackamas County will continue to work with the community and support their efforts. Staff will also reach out to other communities to continue local programs such as Molalla Drive to Zero.



National Resources and Efforts

- **The Road to Zero Coalition** is made up of 687 members ranging from advocacy organizations to government to public health experts. Its report on strategies to get to zero traffic deaths identifies creating a positive safety culture as one of the three key strategies. It provides several resources on its website covering a variety of topics.
- **The Toward Zero Deaths** national strategy details how to shift culture away from transportation risk acceptance. It brings together various state and local initiatives to pursue a highway system that is free of fatalities.
- Several cities, counties, and states around the country have adopted **Vision Zero** initiatives, including the City of Portland and the Oregon Department of Transportation (ODOT). The Vision Zero Network provides resources to help communities reach this goal.
- **The Transportation Research Board Safe Systems Committee** identifies research needs, explains research findings to the public, and creates partnerships between organizations focused on Safety Culture.

Emerging Technology and Safety Culture

Emerging technology may help drivers avoid crashes, but it also may introduce new distractions or cause people to rely too much on the technology. It will be important to monitor the effects of emerging technology on driver behavior and integrate it into efforts focused on building a safety culture.

Safety Culture – What Can You Do?

- *Contact the Department of Transportation and Development for your block club or neighborhood association to work with Clackamas County's safety team to build neighborhood traffic safety culture.*

Action Items – Safety Culture

- **Continue improving** safety culture within the county itself, starting with departments directly associated with transportation safety, including the Department of Transportation and Development and the Department of Health, Housing, and Human Services.
 - » This could include safe driving contracts that contain an agreement to drive sober, attentively, and calmly and providing educational materials, videos, and seminars.
- **Continue the Molalla Drive to Zero project.**
- **Build off the Molalla Drive to Zero project** and extend Positive Culture Framework applications to other communities in the county.
- **Reach out to media** to encourage positive reporting instead of negative or traumatic messaging.
- **Continue to support** the Clackamas County Safe Routes to School program, including education and encouragement efforts.

Safety Management

Safety management includes:

- Communication between safety partner organizations;
- Safety analysis capacity building; and,
- Data management.

Improved safety management will result in a coordinated and efficient effort to improve Clackamas County's transportation safety outcomes.



Communication between Safety Partners

Various organizations in Clackamas County are working to eliminate traffic fatalities and serious injuries. To most effectively accomplish this, the organizations, such as emergency medical service professionals, highway agencies, enforcement officers, transportation engineers, health officials, and private organizations should share data, understand the resources others can offer, and help each other with the challenges they are facing.

Action Items - Communication

- Continue DTZ Advisory Board and expand membership.
- Develop other forums and tools for cross-organization information sharing and communication.
- Collaborate with Clackamas County Public Health Division to work on active transportation, safe routes to school, health impact assessments, and rural access to health care.

- Include transportation safety in county public health education programming.
- Better incorporate safety into long-range planning and project development processes.
- Develop a formal method for sharing safety data with partners (such as a website or a recurring presentation).
- Collaborate with local law enforcement agencies to identify and evaluate top county crash locations.
- Continue to promote and support the Clackamas County Traffic Safety Commission.



Data Management

Data-driven approaches can help the county most effectively reduce severe crashes. Data can help the county determine where to focus its efforts to achieve the greatest reduction in severe crashes and then to determine the most effective treatments and/or programs to employ. To fully realize the potential of the data being collected, the county needs to share it across organizations and integrate it into systems where it can be effectively analyzed.

Action Items - Data Management

- Integrate Roadway Infrastructure Management Systems (RIMS), crash, and traffic databases.
- Manage assets efficiently.
- Improve data inventory elements including addition of curve data.

- Partner with Clackamas County Public Health Division and Center for Public Health Advancement to:
 - » Overlay substance abuse data with DUII data to identify locations to focus interventions.
 - » Overlay chronic disease impacts with transportation safety data to identify locations where interventions could be applied to reduce disease and traffic crashes (e.g., multimodal infrastructure improvements).
- Provide crash data recording training for law enforcement officers.



Safety Analysis Capacity Building

As more data becomes available, Clackamas County has an opportunity to use this new data to improve traffic safety outcomes. To do so, however, the County will need to increase its analysis capacity by hiring additional staff with data analysis skills and/or by using trainings to improve existing staff analysis skills.

Action Items – Safety Analysis

- Pursue grants to provide additional training and/or software tools.
- Plan and execute data analysis training sessions.
- Add data analysis capabilities.
- Integrate the *Highway Safety Manual (HSM)* Predictive Method analyses into the roadway database for segments and intersections.
- Automate network screening using a custom or off-the-shelf tool.
- Support Data-Driven Approaches to Crime and Traffic Safety (DDACTS).

Safety Analysis – What Can You Do?

- Report all crashes.
- Report all road concerns.

Enhanced Emergency Medical Services

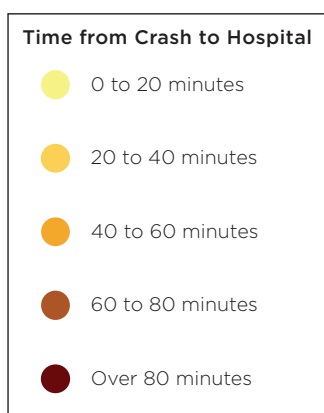
Emergency Medical Services (EMS) provide an opportunity to stabilize the life of a person injured in a crash. They are integral to Clackamas County reaching its goal of zero fatal or serious injury crashes. The effectiveness of EMS is tied closely to the time it takes for a person injured in a crash to receive prompt medical care. Research indicates that there is a “golden hour;” total pre-hospital time over 60 minutes is associated with a rise in patient mortality.¹

To receive prompt, high-quality medical attention, a victim with severe injuries needs to be quickly transported to a high-level trauma center. Clackamas County has no designated trauma centers and relies on trauma centers in the surrounding counties. For some rural parts of Clackamas County, prompt access to these facilities is not currently feasible. (See map on this page for the time elapsed between a crash and the victim’s arrival at the hospital for a selection of crashes in Clackamas County from 2012 to 2016).

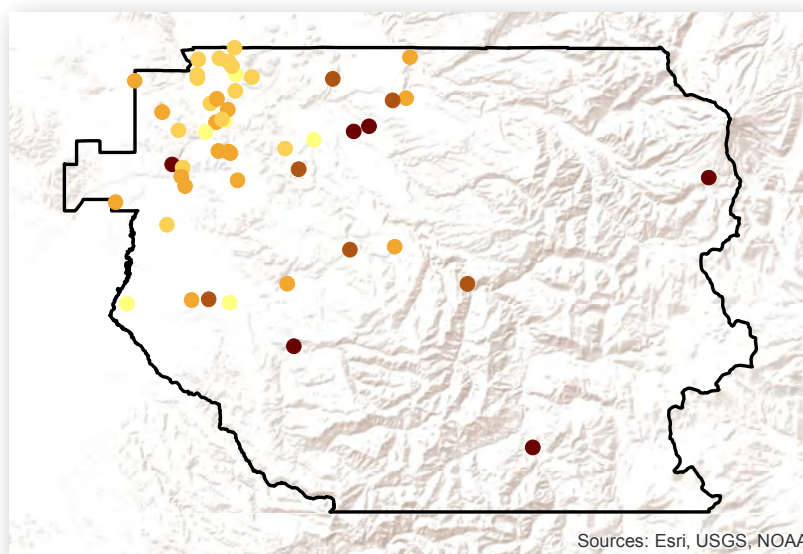
Areas with higher response times and lower availability of trauma centers may need to rely on bystander first aid. Evidence shows that bystander aid before EMS arrival can improve patient outcomes and decrease deaths.

Action Items – Emergency Medical Services

- **Partner with local hospitals or outreach groups** to help provide bystander training courses to the public (i.e., train members of the public to respond to emergencies since they are sometimes the first on the scene at a crash and may be the only one for some time in rural areas). Opportunities for this include:
 - » Partner with hospitals offering courses including Stop the Bleed, such as Legacy Health and Oregon Health Sciences University.
 - » Promote the Community Emergency Response Team (CERT) program, which trains community members in first responder skills.



Source: Fatality Analysis Reporting System (FARS). National Highway Traffic Safety Administration. 2012-2016.



¹ Samplais, et al. Impact of on-site care, prehospital time, and level of in-hospital care on survival in severely injured patients. 1993.

- » Work with local groups, such as fire departments, to be trainers themselves and then offer training more frequently in their local community.
- » Partner with Oregon Trauma Systems program and trauma centers since trauma centers are required to provide injury prevention programs.
- **Work with the Emergency Medical Services Council** and other stakeholders to:
 - » Maximize efficiency with urban and rural response times through evidence-based techniques.
 - » Optimize activation of Life Flight based on risk.
 - » Build advanced education EMS personnel capacity in rural areas.
 - » Identify reasons for delay in transport for both ground EMS and helicopter EMS (using registry data and EMS records).
 - » Consider process improvement initiatives to increase EMS documentation and data collection.
 - » Work with stakeholders to identify equipment upgrades, training, or enhancements that would improve patient outcomes.
 - » Identify barriers, if any, to rapid transfer of patients from lower-acuity hospitals in Clackamas County to nearby trauma centers.
 - » Explore accreditation of County dispatch centers.
- **Support the Oregon Area Trauma Advisory Board** in their efforts to:
 - » Review patient transport time data, identify barriers to rapid transport, and work with stakeholders to find solutions.
 - » Enhance quality assurance for delivery of emergency medical services and review improvement opportunities.
 - » Continue collaboration with EMS providers as part of Drive to Zero Advisory Board and expand to other groups as necessary.
- **Enhance collaboration** between the county and rural fire districts with emphasis on unique rural needs.
- **Work with the County 911 team** to:
 - » Involve them in appropriate project planning and design review to identify opportunities to improve EMS access and location identification.
 - » Involve them in enforcement and EMS grant opportunities.
 - » Develop and purchase a system that allows County 911 dispatchers to quickly input reported road issues and send the information to the appropriate agency (i.e., County, City, or ODOT Region).
- Consider a media campaign to inform/educate motorists how to help emergency vehicles move faster by slowing down and moving over.

Emergency Medical Services – What Can You Do?

- *Be aware of locations where cellular service may not exist.*
- *Be aware of your location so you can provide it to EMS providers if necessary.*
- *Program your phone with emergency contact information.*
- *Take a first-aid or CPR course.*



Part 1 Action Items Summary

The following table summarizes the action items in Part 1 of this plan. More detailed information on implementation timeframes and lead/supporting agencies for each item can be found in **Appendix B**.

Action #	Action Item
Safe Drivers and Passengers	
DP1	Work with employers to institute distracted driving policies at their workplaces.
DP2	Educate youth and adults on the importance of paying attention when using the transportation system.
DP3	Encourage businesses, institutions, and families to create policies related to driving safety, including attentive driving.
DP4	Work with alcohol and marijuana retailers/servers to encourage compliance checks to deter selling to, and reward those who do not sell to, underage customers.
DP5	Promote the Oregon Liquor Control Commission's Responsible Vendor program.
DP6	Provide educational posters, social media posts, and public service announcements to inform the dangers of impaired driving.
DP7	Work in schools to educate students on the consequences of impaired driving.
DP8	Coordinate with enforcement agencies to gain support for legislation and penalties associated with impaired driving.
DP9	Enhance Driving Under the Influence of Intoxicants (DUII) and impaired driving enforcement through data-driven saturation patrols; drug recognition and training (DRE & K9), standardized field sobriety tests training, and wet labs; and assigning a dedicated DUII enforcement unit.
DP10	Develop repeat DUII driver offender programs focused on treating the causes of DUII.
DP11	Provide Drug Recognition Expert (DRE) training for all county law enforcement officers.
DP12	Grow partnerships and support existing efforts to reduce underage drinking, underage marijuana use, and drug use through funding, educational outreach, and coalition membership.
DP13	Implement automated enforcement of speeding and red-light running. <i>This can only be used in cities, not in unincorporated communities of Clackamas County.</i>
DP14	Install speed feedback signs.
DP15	Work with ODOT and individual cities to implement best practices in setting design speeds and speed limits, including implementing risk-based speed limits.
DP16	Support driver education programs, especially in rural areas that may struggle with access to programs.
DP17	Begin safety education before young people reach driving age.
DP18	Support family-based safety education to leverage parental influence.
DP19	Continue to support peer-based marketing efforts.
DP20	Continue outreach program in high schools countywide to provide driver and non-motorized mode safety education.
DP21	Encourage conversations between family members and the health care community about safe driving through education campaigns and supporting materials, such as pamphlets and online resources.
DP22	Teach people about the impact of medicines on their ability to think clearly and react quickly.
DP23	Support training sessions through AARP and insurance companies to help seniors maintain driving skills.
DP24	Provide transportation options through multimodal infrastructure.
DP25	Support Safe Kids Oregon, ODOT, and Oregon Impact in their education efforts on child passenger safety.
DP26	Raise awareness of the frequency of incorrect car seat installation. Provide information on the safety outcomes of properly installed car seats, including types of seats, when they should be front or rear facing, when children should be seated in the front or back of vehicles, and other laws related to seat belt use.

Part 1 Action Items Summary

Action #	Action Item
DP27	Provide child passenger seat installation assistance. If possible, offer reduced priced seats for low-income families.
DP28	Complete gap analysis of child passenger safety in Clackamas County.
DP29	Implement recommendations from gap analysis report (see item #DP27).
DP30	Support education, marketing, and enforcement efforts to further increase seat belt usage in Clackamas County.
Safe Vulnerable Users	
VU1	Work with partners through safety fairs, school presentations, town halls, and community events to develop and execute safety education, including outreach for children: safe crossing practices, not playing behind vehicles or near streets, and the importance of adult supervision.
VU2	Adult pedestrian outreach, such as safe crossing practices and new pedestrian infrastructure education.
VU3	Roadway design integrating pedestrian safety considerations by providing pedestrian infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between people walking and people driving (see Part 2 for more information).
VU4	Continue to support the Clackamas County Safe Routes to School program.
VU5	Continue support for the County Bike and Pedestrian Program.
VU6	Education and awareness campaigns centered around driver and bicyclists behavior, common crash types, and low-light visibility issues.
VU7	Roadway design integrating bicycle safety considerations by providing appropriate bicycle infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between bicyclists and people driving (see Part II for more information).
VU8	Support prevention agencies such as Think First, which provide training and education related to bike helmet use.
VU9	Consider outreach regarding proper motorcycle proper safety equipment.
VU10	Consider outreach regarding safe motorcycle riding practices.
VU11	Consider outreach regarding motorcycle handling skills and maintenance.
VU12	Support ODOT and Team Oregon training and outreach.
Safe Infrastructure	
I1	Consider safety-based measures for design criteria to evaluate roadway performance.
I2	Develop a policy and practice for incorporating safety assessments into project development, design, and construction.
I3	Convene a group to investigate incorporating increased safety analysis requirements into development review; develop and implement crash frequency standards, and assess impact fees for trips through Safety Focus roadways and intersections.
I4	Integrate Road Safety Audits (RSAs) into the project development process. Encourage RSAs on existing roads and intersections.
I5	Deploy safety countermeasures related to safety emphasis areas (see Part 2 of the plan for more information on specific countermeasures and locations).
I6	Design appropriate infrastructure for people walking and biking.
I7	Educate and inform users of infrastructure changes.
I8	Enact roadway design standards that encourage vehicle speeds appropriate for the surrounding land use.

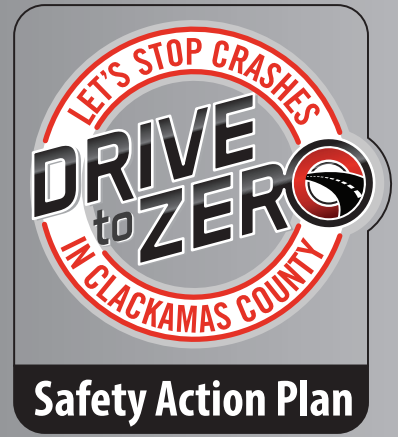


Part 1 Action Items Summary

Action #	Action Item
I9	By 2022, maintain the average condition of paved county roads at 70 PCI or higher.
I10	By 2022, maintain the average condition of urban local roads at 70 PCI or higher.
I11	Prepare roadways, streetlights, signals, etc. for vehicle to infrastructure communication. Monitor future trends to discern best way to pursue this action item.
Safe Vehicles	
VE1	Increase Motor Carrier Safety inspections and outreach.
VE2	Develop safety standards for County fleet vehicles.
VE3	Develop and implement education and outreach efforts to communicate safety benefits and limitations of new vehicle technologies.
VE4	Analyze crashes involving vehicle malfunctions and use results to inform outreach, and possibly enforcement, efforts.
Safety Culture	
C1	Continue improving safety culture within the County, starting with departments directly associated with transportation safety, including the Department of Transportation and Development and the Department of Health, Housing, and Human Services.
C2	Build off the Molalla Drive to Zero project and extend Positive Culture Framework applications to other communities in the County.
C3	Reach out to media to encourage positive reporting instead of negative or traumatic messaging.
C4	Continue to support the Clackamas County Safe Routes to School program, including education and encouragement efforts.
Safety Management	
M1	Integrate Roadway Infrastructure Management Systems (RIMS), crash, and traffic databases.
M2	Manage assets efficiently.
M3	Improve data inventory elements including addition of curve data.
M4	Partner with Public Health and the Center for Public Health Advancement to overlay substance abuse data with DUUI data and overlay chronic disease impacts with transportation safety data to identify locations where interventions could be applied to reduce disease and traffic crashes (e.g., multimodal infrastructure improvements) which may help fill gaps in reporting of non-injury crashes.
M5	Provide crash data recording training for law enforcement officers.
M6	Pursue grants to provide additional training and/or software tools.
M7	Plan and execute data analysis training sessions.
M8	Add data analysis capabilities.
M9	Integrate the <i>Highway Safety Manual (HSM)</i> Predictive Method analyses into the roadway database for segments and intersections.
M10	Automate network screening using a custom or off-the-shelf tool.
M11	Support data-driven approaches to crime and traffic safety (DDACTS).
M12	Continue DTZ Advisory Board and potentially expand membership.
M13	Develop other forums and tools for cross-organization information sharing and communication.

Part 1 Action Items Summary

Action #	Action Item
M14	Collaborate with Department of Public Health to work on active transportation, safe routes to school, health impact assessments, and rural access to health care.
M15	Include transportation safety in County public health education programming.
M16	Better incorporate safety into long-range planning and project development processes.
M17	Develop a formal method for sharing safety data with partners, such as a website or a recurring presentation.
M18	Collaborate with local law enforcement agencies to identify and evaluate top County crash locations.
M19	Continue to promote and support the Clackamas County Traffic Safety Commission.
Enhanced Emergency Medical Services	
EMS1	Partner with local hospitals and outreach groups to help provide bystander training courses to the public (i.e., train members of the public to respond to emergencies since they are sometimes the first on the scene at a crash and may be the only one for some time in rural areas).
EMS2	Maximize efficiency with urban and rural response times through evidence-based techniques.
EMS3	Optimize activation of Life Flight based on risk.
EMS4	Continue to build advanced education EMS personnel capacity in rural areas.
EMS5	Continue to identify reasons for delay in transport for both ground EMS (GEMS) and helicopter EMS (HEMS) using registry data and EMS records.
EMS6	Continue to consider process improvement initiatives to increase EMS documentation and data collection.
EMS7	Continue to work with stakeholders to identify equipment upgrades, training, or enhancements that would improve patient outcomes.
EMS8	Continue to identify barriers, if any, to rapid transfer of patients from lower-acuity hospitals in Clackamas County to trauma centers nearby.
EMS9	Continue to review patient transport time data, identify barriers to rapid transport, and work with stakeholders to find solutions.
EMS10	Explore accreditation of County dispatch centers.
EMS11	Continue to enhance quality assurance for delivery of emergency medical services and review improvement opportunities.
EMS12	Continue collaboration with EMS providers as part of the Drive to Zero Advisory Board and expand to other groups as necessary.
EMS13	Enhance collaboration between the County and rural fire districts with emphasis on unique rural needs.
EMS14	Involve County 911 in appropriate project planning and design review to identify opportunities to improve EMS access and location identification.
EMS15	Involve County 911 in enforcement and EMS grant opportunities.
EMS16	Develop/purchase a system that allows County 911 dispatchers to quickly input reported road issues and sent the information to the appropriate agency (i.e., County, City, or ODOT Region).
EMS17	Consider a media campaign to inform/educate the public on how to help emergency vehicles move faster by slowing down and moving over.



Part 2

Local Road Safety Plan

Drive to Zero Safety Action Plan

Overview

Part 2 builds on Part 1 to describe a data-driven Local Road Safety Plan for county-owned roadways. It includes projects to reduce fatal and severe injury crashes on road corridors and intersections. The Local Road Safety Plan is based on crash and roadway data analyses. The projects include countermeasures targeted at specific locations as well as treatments that can be deployed systemically throughout the county at locations with contributing factors to fatal and severe injury crashes. These projects are prioritized into a funding-constrained plan that describes when the county will further investigate and implement them.

About this Plan

The county's safety-focused funds are divided between three overarching programs, as shown in **Figure 1** below. This Local Road Safety Plan addresses the two infrastructure programs: Location-Specific and Systemic. Non-infrastructure programs are covered in Part 1.

Figure 1. Programs Funded by County's Safety Funds

Safety Funds*

Location-Specific Programs	Systemic Programs	Non-Infrastructure Programs
<ul style="list-style-type: none"> • Specific locations identified through Safety Priority Index System (SPIS) analysis, Road Safety Audits (RSAs), or other crash analyses 	<ul style="list-style-type: none"> • Intersections • Roadway Departure • Pedestrian and Bicycle • Other 	<ul style="list-style-type: none"> • Safe Routes to School Outreach • Clackamas County Sheriff's Office (for enforcement coordination) • Drive to Zero Outreach • Other partner agencies and programs

***Other funding mechanisms include:**

Local Funds

- Tax Increment Financing
- Clackamas County Road Fund
- System Development Charges

Federal/State Funds (Administered by ODOT)

- Highway Safety Improvement Program (HSIP)
- Statewide Transportation Improvement Program (STIP)
- Surface Transportation Program (STP)
- All Roads Transportation Safety (ARTS) Grants
- Federal Lands Access Program
- Oregon Safe Routes to School Program

Regional Flexible Fund Allocation (Metro)

The Location-Specific and Systemic approaches represent two ways to identify locations and corresponding countermeasures to reduce crash frequency and severity. These approaches are consistent with the Oregon Department of Transportation's (ODOT's) All Roads Transportation Safety (ARTS) program.

Part 2 is organized in the following sections:

- Local Road Safety Plan
 - » Location-Specific Safety Treatments
 - » Systemic Safety Treatments
 - » Funding-Constrained Plan
- Project Evaluation and Tracking
- Next Steps

LOCAL ROAD SAFETY PLAN

The county's Local Road Safety Plan includes a five-year list of programs and projects based on projected funding. Projects include both location-specific and systemic work. This plan was informed by analyzing the county's top 50 high-crash sites based on Safety Priority Index System (SPIS) score, crash analyses conducted for the Transportation System Plan (TSP), road safety audits (RSAs) and other previous safety studies, and by conducting a systemic screening analysis to identify roadway and environmental factors that potentially contribute to severe crashes. This two-pronged approach addresses existing locations with poor safety performance (based on crash frequency, rate, and severity history) and identifies locations where systemic safety treatments and countermeasures may prevent future severe crashes.

Location-Specific vs. Systemic

The Location-Specific and Systemic approaches each have their strengths and complement each other. Eliminating fatal and serious injury crashes will require using both approaches.

Location-Specific

The Location-Specific approach addresses specific locations with a history of crashes. The county typically uses SPIS scores to identify sites for this program. This approach usually results in a focus in urban areas where more crashes occur or in rural locations where a fatality has occurred.

Systemic

The systemic approach addresses locations based on roadway characteristics that may be correlated with severe crashes. These locations may, or may not, have a history of severe crashes, but have characteristics that are similar to other sites where they have occurred. By selecting locations based on roadway characteristics instead of crash history, systemic treatments may help proactively reduce the risk of fatal and severe injury crashes. This approach is often used to address severe low-volume crashes, such as crashes in rural areas and bicycle and pedestrian crashes.



Location-Specific Safety Treatments

The Location-Specific approach uses crash history and road and traffic information at individual sites to identify and prioritize treatments for high-crash locations. Clackamas County identifies high-crash locations based on ODOT's SPIS¹ scores, based on a formula that considers crash frequency (i.e., number of crashes per year), crash rate (i.e., crashes by traffic volume), and crash severity. The county may also use other crash analysis information to identify high-crash locations (e.g., a review of fatal crash locations).

Projects in the Location-Specific program come from the following sources:

- The Five-Year Transportation Capital Improvement Program (CIP): Fiscal Years 2017-2021.
- ODOT's All Roads Transportation Safety (ARTS) program.

PROJECTS IDENTIFIED FOR FUNDING AND CONSTRUCTION

- The 20-Year CIP: Fiscal Years 2013-2033.
- Completed Road Safety Audits.
- Analysis of the 50 highest Safety Priority Index System sites in Clackamas County, based on 2013-15 crash data.
 - » More information on how these sites were selected and countermeasures identified can be found in Appendix A.

PROJECTS TO BE FUNDED

Projects Identified for Construction

Projects in the Five-Year CIP and ODOT ARTS program are anticipated to be funded for construction by the year 2021. These projects are shown in **Figure 2**. See **Appendix B** for a description of each project and subarea maps showing the projects in more detail.

¹www.oregon.gov/ODOT/Engineering/Docs_TrafficEng/SPIS-Brochure.pdf

Projects Planned but not Funded

Projects from the 20-year CIP, RSAs and SPIS are not yet funded and will be prioritized for funding in future Five-Year CIPs. The county intends to prioritize these projects for safety funding through benefit-cost (B/C) analyses. The county may elect to construct projects sooner than the B/C analysis would indicate when an opportunity arises to accelerate a project (e.g., funding from another source becomes available, or the project can be added to another planned capital or maintenance project).

Figure 2 shows, and **Appendix B** summarizes, safety-focused projects that still need to be funded for construction. These include projects that are listed in the 20-year CIP and projects that have arisen from analyses conducted for this plan and from completed RSAs. The appendix contains B/C ratios for potential near-term (i.e., low-cost) projects at the top 50 SPIS sites. Cost estimates are available for these projects from ODOT. However, cost estimates for the long-term projects will need to be individually prepared to calculate B/C ratios for these projects. Once this is complete, the county will prioritize these projects for implementation.

Long-Term Capital Improvement Program Projects

The county's TSP contains over 450 projects in longer-term categories, including:

- 20-Year Capital Projects (137 projects)
- Preferred Projects (44 projects)
- Long-term Capital Projects (182 projects)
- Regional Capital Projects (96 projects)

The projects in the latter three categories are the most long-term and are considered unfunded in the county's 20-year plan (2013–2033).

Many of the projects in these categories focus on reducing crash severity and/or frequency. Most projects contain some element with a crash reduction benefit including:

- Pedestrian and bicycle facilities and crossings
- Adding turn lanes
- Intersection control changes (e.g., installing a roundabout or signal)
- Roadway shoulder widening
- Road safety audits
- Roadway realignment (i.e., remove intersection skew, reduce horizontal and vertical curves)
- Traffic calming

Appendix B includes a complete listing of these projects and maps.

Systemic Safety Treatments

The systemic approach to traffic safety involves selecting locations for countermeasures based on roadway characteristics that may be correlated with severe crash types. These locations may, or may not, have a history of severe crashes, but have risk factors that are similar to other sites where crashes have occurred. By selecting locations based on roadway characteristics instead of crash history, systemic treatments may help to proactively reduce the risk of fatal and severe injury crashes.

The county intends to deploy systemic countermeasures through the following programs:

- Roadway Departure Crashes
- Intersection Crashes
- Pedestrian/Bicycle Crashes
- Other opportunities

The first three areas were identified through a data-driven process. Roadway departure and pedestrian/bicycle crashes were identified in Part 1 as two of the top seven most frequent contributing factors to fatal and serious injury crashes, along with Inexperienced Drivers, Aggressive Driving, Motorcyclists, Alcohol/Drugs, and Senior Drivers. The latter five areas are primarily addressed through the non-infrastructure programs described in Part 1. Intersections make up 42 out of the top 50 SPIS sites identified in the previous section.

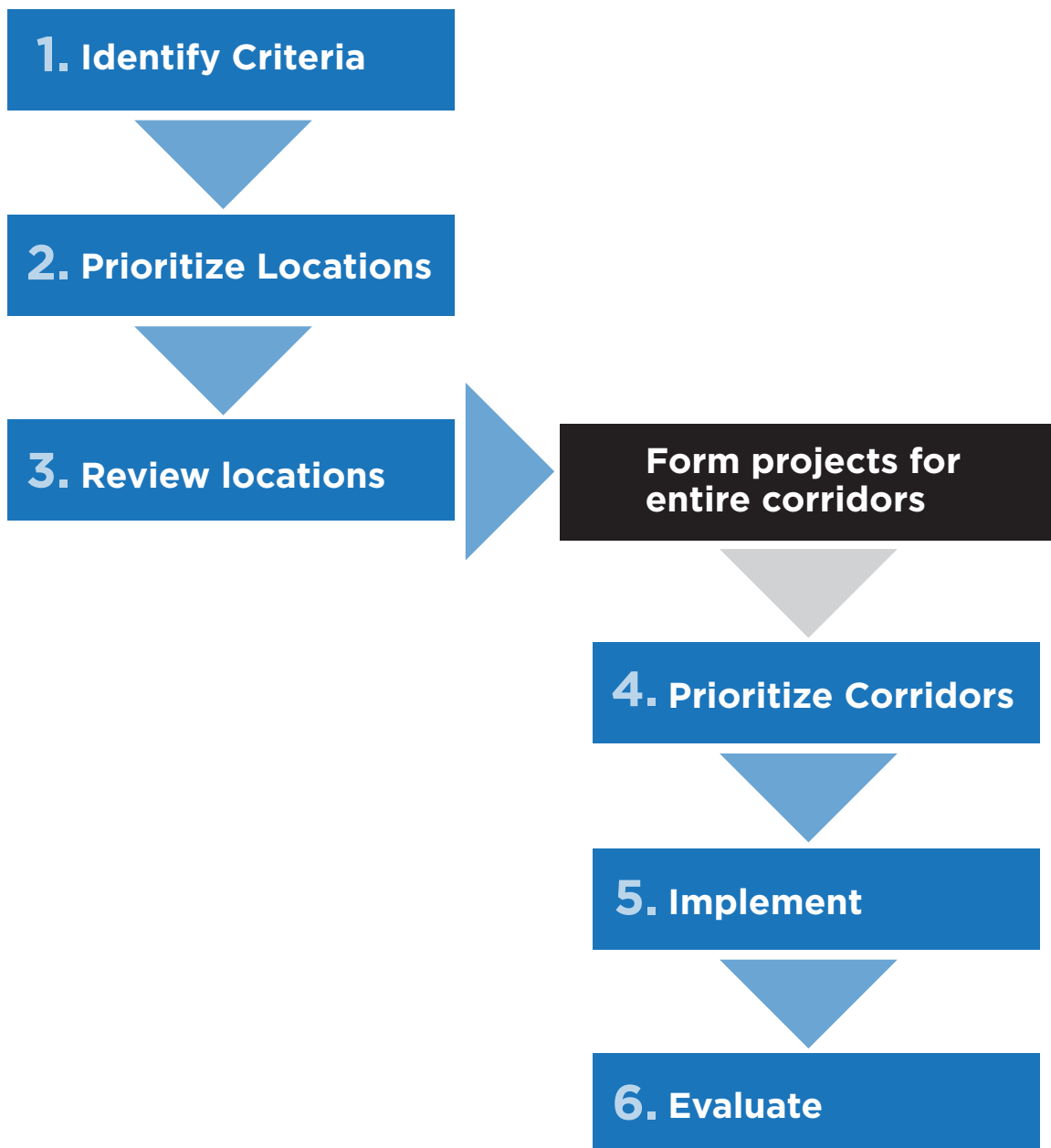
The final program recognizes that other opportunities may arise to implement low-cost countermeasures that may not directly address one of the other three emphasis areas (e.g., low-cost improvements from RSAs).

The following describes each program in greater detail.

Systemic Roadway Departure Crash Reduction Program

The roadway departure program focuses on identifying and treating roadway segments through risk-based screening. This new program is expected to be implemented through the six-step process shown in **Figure 3** and described in the following text.

Figure 3. Roadway Departure Crash Reduction Program Process





Step 1: Identify Criteria – Use geometric, traffic, and crash data to determine factors correlated with roadway departure crashes, and assign a point scale for each criterion. Previous analysis, described in **Appendix C**, identified two lanes, rural area, shoulders less than four feet wide, and speeds of 45 miles-per-hour (MPH) or greater as factors that could be used as screening criteria. Functional classification, traffic volumes, and presence of advisory signs (as a surrogate for curves or other situations) will also be analyzed.

Step 2: Prioritize Locations – Select up to five criteria from Step 1 to identify and prioritize locations for treatment by evaluating the road network against each criteria and ranking sites based on their scores.

Step 3: Review Locations – Review a predetermined number of locations from Step 2 (e.g., for the first year it is expected to be the top 20 locations) to form potential projects on complete corridors and compare these corridors with projects in the CIP and other relevant plans.

- Where there is overlap, review whether the planned project may address roadway departure crashes and how additional countermeasures may be incorporated. Work with other county staff to identify whether safety-focused funds could be used to raise the priority of the previously planned project.
- Where there is no overlap, identify potential countermeasure strategies for the corridor using the ODOT ARTS crash reduction factor list¹, and drawing on other resources as appropriate. Categorize strategies based on expected order of magnitude cost (e.g., “high-cost” vs. “low-cost.”)

Step 4: Prioritize Corridors – Prioritize corridors with low-cost treatments (high-cost treatments are deferred to the Location-Specific program) for implementation based on prioritization criteria and estimated cost (if available).

Step 5: Implement – Program the countermeasures determined in Step 4 for funding and design and construct them. In some cases, projects may be implemented as part of routine maintenance projects.

Step 6: Evaluate – After the countermeasure is implemented, monitor results to determine whether implementation has improved safety outcomes.

¹ Oregon Department of Transportation (ODOT). All Roads Transportation Safety. www.oregon.gov/ODOT/Engineering/Pages/ARTS.aspx. Accessed February 2019.

Systemic Pedestrian and Bicyclist Crash Reduction Programs

The county has several ongoing systemic programs related to pedestrian and bicycle crashes. In addition, the county intends to initiate a program to proactively identify and treat pedestrian and bicycle crossing locations. These programs are described in the following sections.

Ongoing Programs

Table 1. Ongoing Pedestrian and Bicyclist Systemic Safety Programs

Project Name	Description/Application	Cost Estimate (\$2014) ¹
Advance Ped Crossing (1)	Upgrade push buttons at all signalized intersections to new standard accessible pedestrian signal (APS) buttons.	\$800,000
Advance Ped Crossing (2)	Install pedestrian countdown heads at all signalized intersections.	\$500,000
School zone beacon signs	Evaluate 7 a.m.–5 p.m. school zones and replace static “School Zone” signs with “When Flashing School Zones” signs when warranted.	\$750,000
Changeable message signs at school zones	Install radar reader signs approaching a school zone.	\$750,000
Advance Ped Crossing (3)	Install rectangular rapid flashing beacons at mid-block crossings at crossings near school frontage locations.	\$400,000
Improve Bike Detection	Deploy radar or bike loops at all signalized intersections with bike lanes.	Variable
Neighborhood Traffic Calming	Use mobile radar reader signs placed in neighborhoods. Move signs every other month to requested roadways throughout the county.	\$250,000
Traffic Calming Program—Collector Streets	Develop a program to support traffic calming on collector streets in the urban area.	\$30,000
I-205 Multi-Use Path Connection	Construct ADA compliant access to the commercial area from the I-205 Multi-Use Path.	\$80,000
ADA sidewalk ramps	Improve all non-compliant sidewalk ramps at/near push buttons and mid-block crossings.	\$3,000,000
School zone evaluations/safety upgrades	Evaluate all school zones and implement improvements as needed including sidewalks, curb ramps, crosswalks, radar speed signs, flashers, rapid flashing beacons, traffic calming.	\$4,000,000
Bike/Pedestrian facilities	Systemic review of urban collectors and arterials for possible reallocation of space for bike/ped facilities.	\$200,000
Rural Bike Program	Create rural bike boulevards.	\$50,000
Safe Routes to School Plans	Plans for several schools containing infrastructure and non-infrastructure programs.	Variable

¹Cost estimates taken from *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017–2021*²

² Clackamas County. *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017 - 2021*. <https://dochub.clackamas.us/documents/drupal/daebbe21-a78d-4e08-955a-d4b767230033>. Accessed February 2019.



New Programs

The county intends to create three new systemic programs to reduce the risk of pedestrian and bicyclist crashes. They include:

- **Traffic calming:** Identify collector streets that could benefit from traffic calming and implement solutions to reduce motor vehicle speeds and/or volumes on these streets.
- **Urban intersection crossing upgrades:** The county has a program to review crossings near schools and this will complement it by reviewing crossings in other high-demand locations. It will be conducted using a similar process as the one described for roadway departure crashes. Potential contributing factors to evaluate include speed; traffic volumes; number of lanes; functional classification; crosswalk, signal, and beacon locations; potential generators of walking and biking activity (e.g., commercial zoning, transit stops, and trails).
- **Responding to locations identified by Pedestrian/Bikeway Advisory Committee:** Set aside funds to treat locations identified as problematic by the Pedestrian/Bikeway Advisory Committee.

Systemic Intersection Crash Reduction Programs

Because many fatal and serious injury crashes occur at intersections, Clackamas County seeks to systemically improve safety outcomes at its intersections. For instance, many of the 42 intersection SPIS sites have planned low-cost treatments that are expected to be applied systemically at other similar locations. **Table 2** summarizes the county's intersection safety programs.

Table 2. Systemic Intersection Crash Reduction Programs

Project Name	Description/Application	Cost Estimate (\$2014) ¹
Flashing Yellow Arrow (FYA)	All signalized intersections with 5-section (doghouse) signals.	\$120,000
Reflective strips on backplates	Signalized intersections with a high crash history.	\$150,000
Red/Green Light Extension Project	Signalized intersections with high red-light crashes.	\$30,000
Supplemental signal heads (left turn/through, far side and/or near side)	Signalized intersections with high left-turn and red-light crash history.	Variable
"T" Intersection sign/markings treatments	Create standard list of treatments to improve safety at all T-intersections, focusing first on rural area and then the urban area.	\$750,000
2-way stop controlled intersection treatments	Create standard list of treatments to improve safety at all 2-way stop-controlled intersections, focusing first in rural area and then the urban area.	\$900,000
All-way stop-controlled intersection treatments	Create standard list of treatments to improve safety at all all-way stop-controlled intersections, focusing first in rural area and then the urban area.	\$150,000

¹Cost estimates taken from *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017-2021*²

² Clackamas County. Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017 - 2021. <https://dochub.clackamas.us/documents/drupal/daebbe21-a78d-4e08-955a-d4b767230033>. Accessed February 2019.

Other Programs

Clackamas County conducts Road Safety Audits (RSAs) to determine potential multimodal traffic safety improvements along roadway segments or at intersections. RSAs typically produce a range of projects. Larger projects will be prioritized through the Location-Specific program, while smaller projects may receive funds set aside within the Systemic program.

Currently, Clackamas County plans to conduct RSAs on Compton Road, 282nd Avenue, Eagle Creek Road, and Sunnyside Road, as shown in **Figure 4** on page 50, 51.

Maintenance

Maintenance projects provide opportunities to systematically improve infrastructure and to help infrastructure function as it was designed to. **Table 3** describes the safety-focused programs completed by road maintenance crews.

Table 3. Maintenance Safety Programs

Project Name	Description/Application	Cost Estimate (\$2014) ¹
Reflectorized Buttons	Support installation/maintenance of centerline buttons on all rural collectors and arterials.	\$400,000
Guardrails	Support installation/removal/maintenance/cleaning/repair and delineation of guardrails.	\$750,000
Roadway General	Shoulders, safety edge, centerline rumble strips, pavement markings, clear zone.	\$750,000
Signs	Clean, repair and/or replace (if not current) with Manual on Uniform Traffic Control Devices requirements.	\$200,000
Vegetation Management	Remove overgrown vegetation inhibiting sight distance along all roads.	\$250,000

¹Cost estimates taken from *Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017–2021*³

³ Clackamas County. Five-Year Transportation Capital Improvement Program: Fiscal Years: 2017–2021. <https://dochub.clackamas.us/documents/drupal/daebbe21-a78d-4e08-955a-d4b767230033>. Accessed February 2019.



PROJECTED FUNDING PLAN

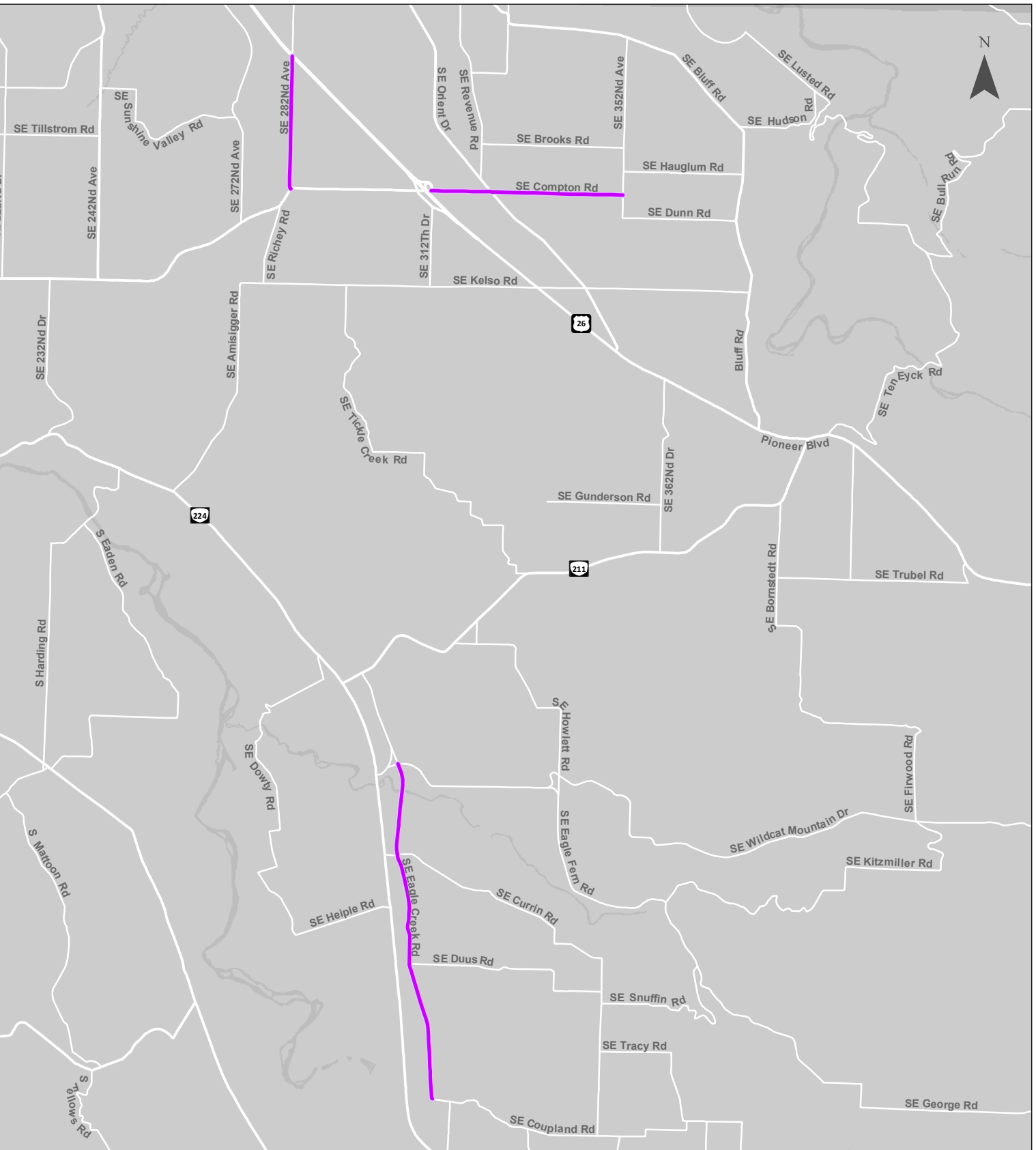
The county expects to split its infrastructure funding evenly between its Location-Specific and Systemic programs. **Table 4** summarizes the dedicated safety funds expected to be available to each program through fiscal year (FY) 2023–2024.

Table 4. Expected Safety Funding Levels Through FY 2023–2024

Fiscal Year (FY)	Location-Specific Program	Systemic Program	Total Safety Funds
2019–2020	\$250,00	\$250,00	\$500,000
2020–2021	\$500,000	\$500,000	\$1,000,000
2021–2022	\$500,000	\$500,000	\$1,000,000
2022–2023	\$500,000	\$500,000	\$1,000,000
2023–2024	\$750,000	\$750,000	\$1,500,000

Dedicated safety funds are not the only funding options for projects in this plan. Other funding sources include:

- Local:
 - » Tax Increment Financing
 - » Clackamas County Road Fund
 - » System Development Charges (SDCs)
- Regional
 - » Flexible Fund Allocation (Metro)
- Federal/State (Administered by ODOT):
 - » Highway Safety Improvement Program (HSIP)
 - » Statewide Transportation Improvement Program (STIP)
 - » Surface Transportation Program (STP)
 - » All Roads Transportation Safety (ARTS) Grants
 - » Federal Lands Access Program
 - » Oregon Safe Routes to School Program



**Planned Road Safety Audits
Clackamas County, Oregon**

**Figure
4**

Location-Specific Program

Given the funding levels shown in **Table 4**, the county would be able to implement the Location-Specific projects shown in **Table 5**. This is referred to as the funding constrained plan.

Table 5. Funding Constrained Location-Specific Program

Fiscal Year	Location	Project Description	Project Cost Estimate	Funding Source
2019-2020	Central Point Road & New Era Road	Intersection realignment	\$1,100,000	Road fund
2019-2020	Dryland Road: MP 5.2-5.3	Guardrail	\$85,000	Road fund
FY 2019-2020 Total			\$1,185,000	
2020-2021	Redland Road & Ferguson Road	Westbound left turn lane	\$800,000	Road fund
2020-2021	Howlett Road & Van Curen Road	Intersection safety enhancements	\$50,000	Road fund
FY 2020-2021 Total			\$850,000	
2021-2022	72nd Avenue & Luther Road	Intersection safety enhancements	\$50,000	Road fund/TIF
2021-2022	Sunnyside Road & Sunnybrook Road	Signal upgrades and other safety enhancements	\$100,000	Road fund
2021-2022	Webster Road & Strawberry Road	Intersection safety enhancements	\$50,000	Road fund
2021-2022	282nd Avenue & Haley Road	Intersection safety enhancements	\$100,000	Road fund
2021-2022	Johnson Creek Boulevard & Linwood Avenue	Signal upgrades and other safety enhancements	\$250,000	Road fund/TIF
FY 2021-2022 Total			\$550,000	
2022-2023	Airport Road & Arndt Road	Signal upgrades and other safety enhancements	\$250,000	Road fund/ Marion County
2022-2023	Johnson Creek Boulevard & Bell Road	Signal upgrades and other safety enhancements	\$250,000	Road fund/TIF
2022-2023	Bluff Road & 327th Avenue	Intersection safety enhancements	\$50,000	Road fund
2022-2023	362nd Avenue & Colorado Road	Intersection safety enhancements	\$50,000	Road fund
FY 2022-2023 Total			\$600,000	
2023-2024	Oatfield Road & Jennings Avenue	Signal upgrades and other safety enhancements	\$250,000	Road fund
2023-2024	Springwater Road & Hattan Road	Intersection safety enhancements	\$100,000	Road fund
2023-2024	Airport Road & Miley Road	Intersection safety enhancements	\$250,000	Road fund
2023-2024	Redland Road & Fischers Mill Road	Intersection safety enhancements	\$250,000	Road fund
FY 2023-2024 Total			\$850,000	

The actual implementation of these projects is subject to change based on changes in project costs, funding levels, and other factors.

The projects from **Table 5** are illustrated in **Figures 5A-5E** on pages 54, 63.

Systemic Program

Following adoption of this plan and completion of the first analyses for the new Roadway Departure, and Pedestrian and Bicycle Crossing programs, the county will plan how to allocate systemic funding across its different programs. This plan is expected to be completed in summer 2019.

PROJECT EVALUATION AND TRACKING

The county will evaluate the effectiveness of projects to inform ongoing efforts to reduce severe crashes. For the projects in the Local Road Safety Plan, this will likely mean follow-up studies to evaluate the effects the treatments have had on fatal and severe crashes after they are implemented.

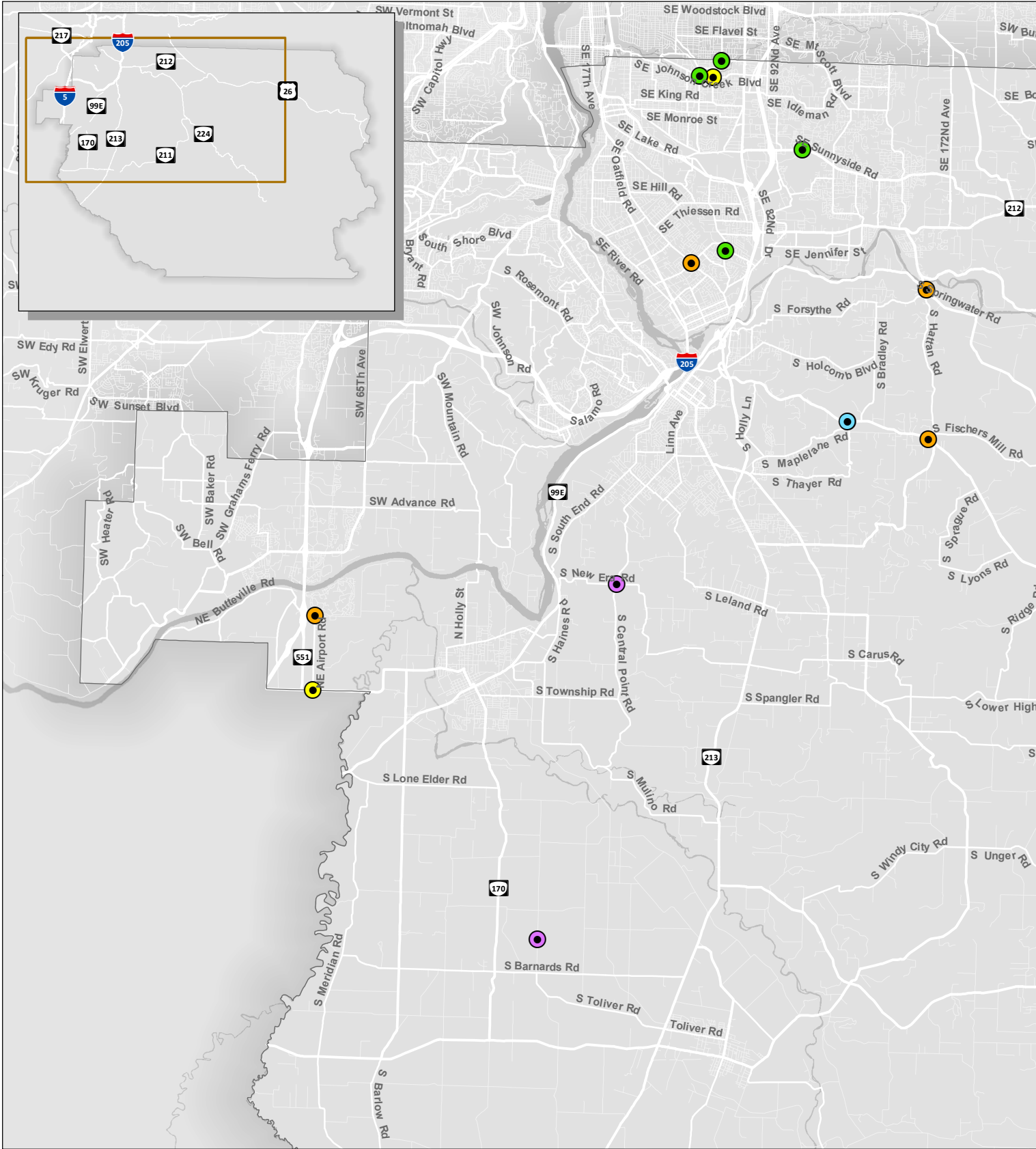
Location-Specific Project Evaluation

Location-Specific projects can be evaluated through a before-after comparison study of each site. The *Highway Safety Manual* describes different methods for these studies. The most common is the simple before-after study, which involves directly comparing crash data from the period before the treatment was applied to crash data from the period after the treatment. However, this leaves out the effect of time trends and other variations that tend to occur in crashes. More robust methods include the “Empirical Bayes” and the comparison group methods. Both of these require more data and, in some cases, may not be practical for the county.

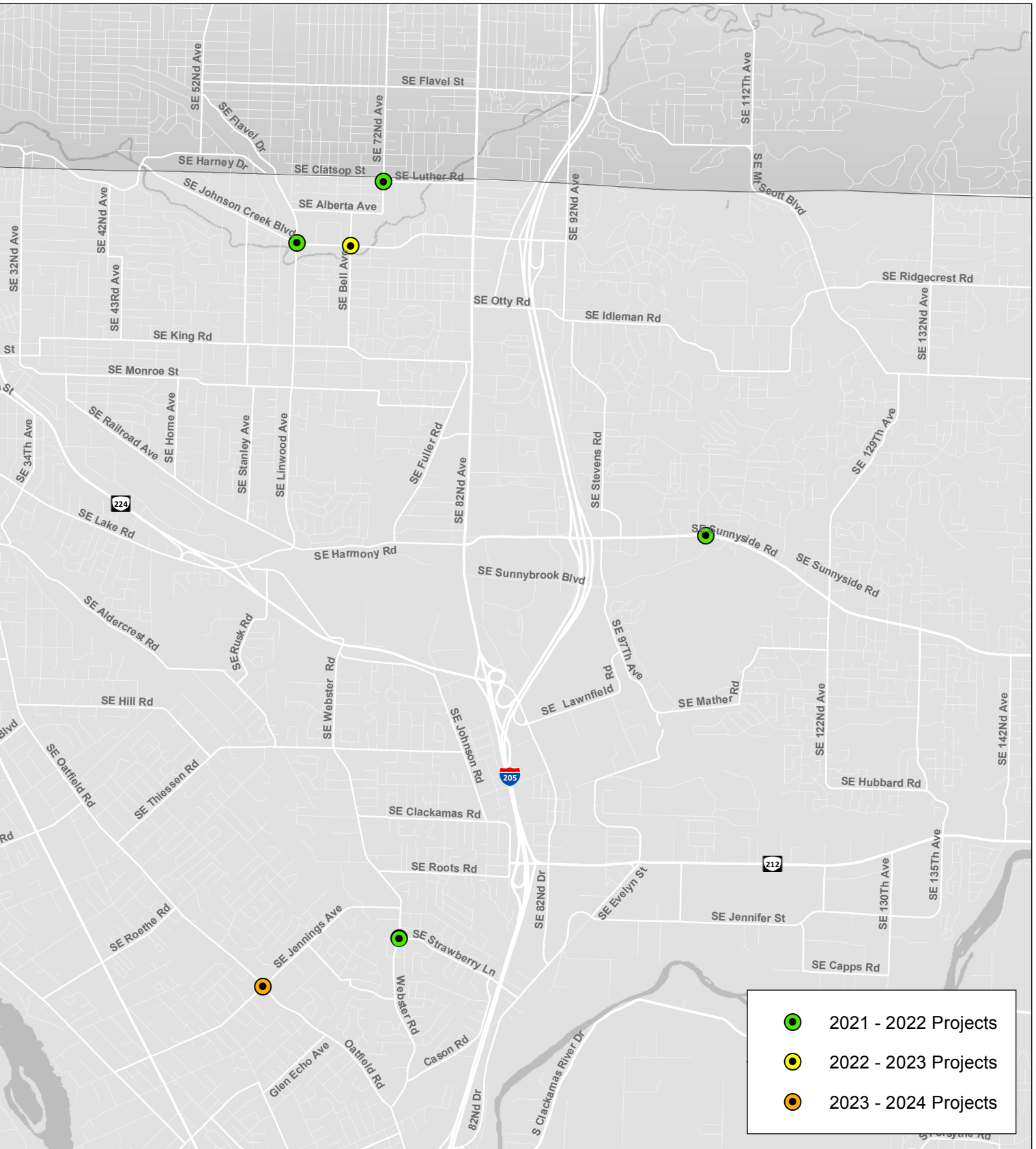
Some of the weaknesses of the simple method can be overcome by using a larger sample. To accomplish this, relatively comparable sites that have been treated with similar countermeasures (e.g., widening shoulders on two-lane roadways) during the same time period can be grouped together.

Systemic Project Evaluations

Systemic projects are meant to be deployed broadly across locations with the potential for crashes, not necessarily where crashes have recently occurred. Therefore, a simple before-after evaluation of a single site will not accurately capture the effects of the systemic program. Instead, relatively comparable sites that have been treated with similar countermeasures (e.g., shoulder rumble strips on two-lane rural roads) during the same time period should be grouped together in the before-after evaluation.

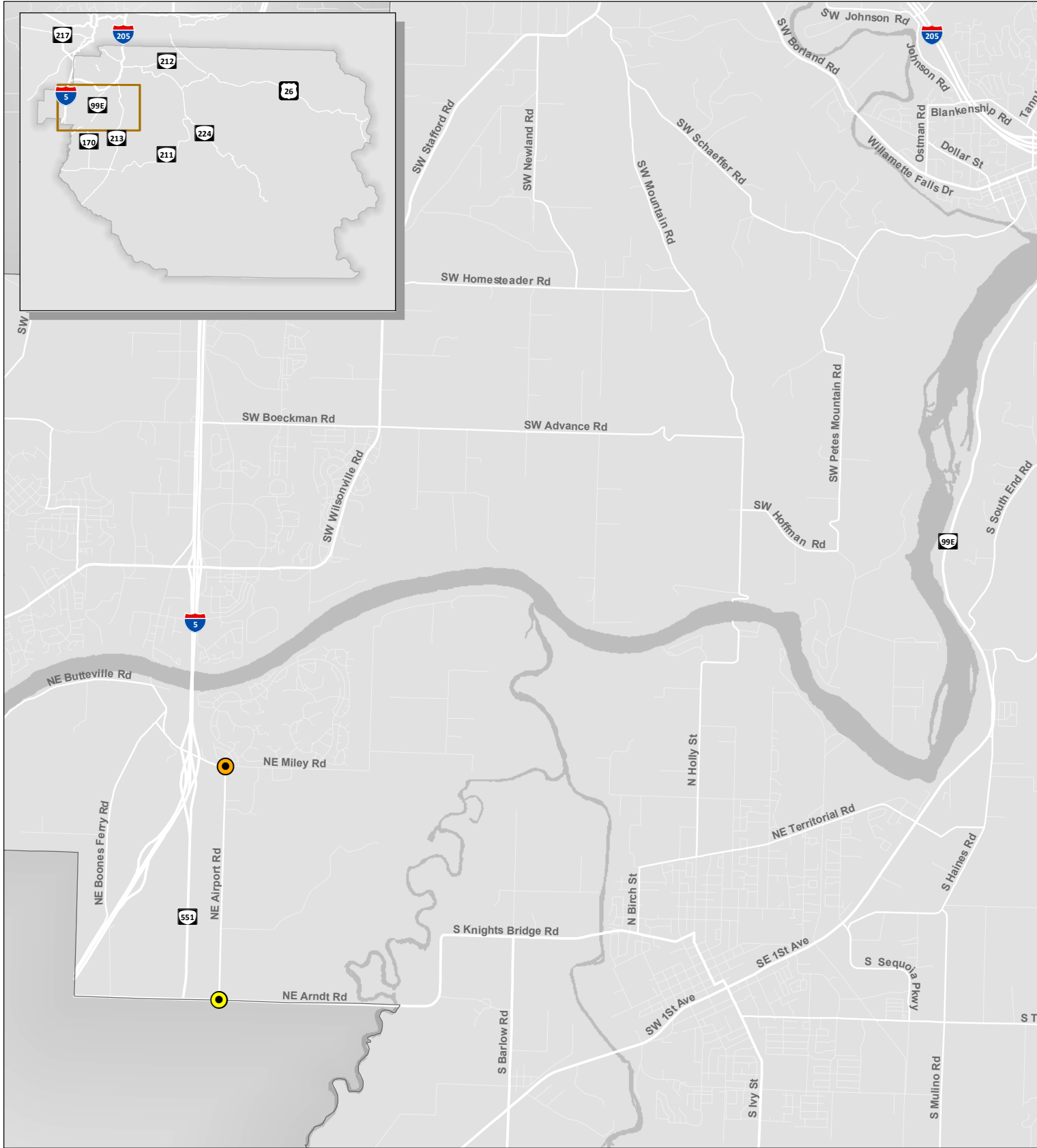


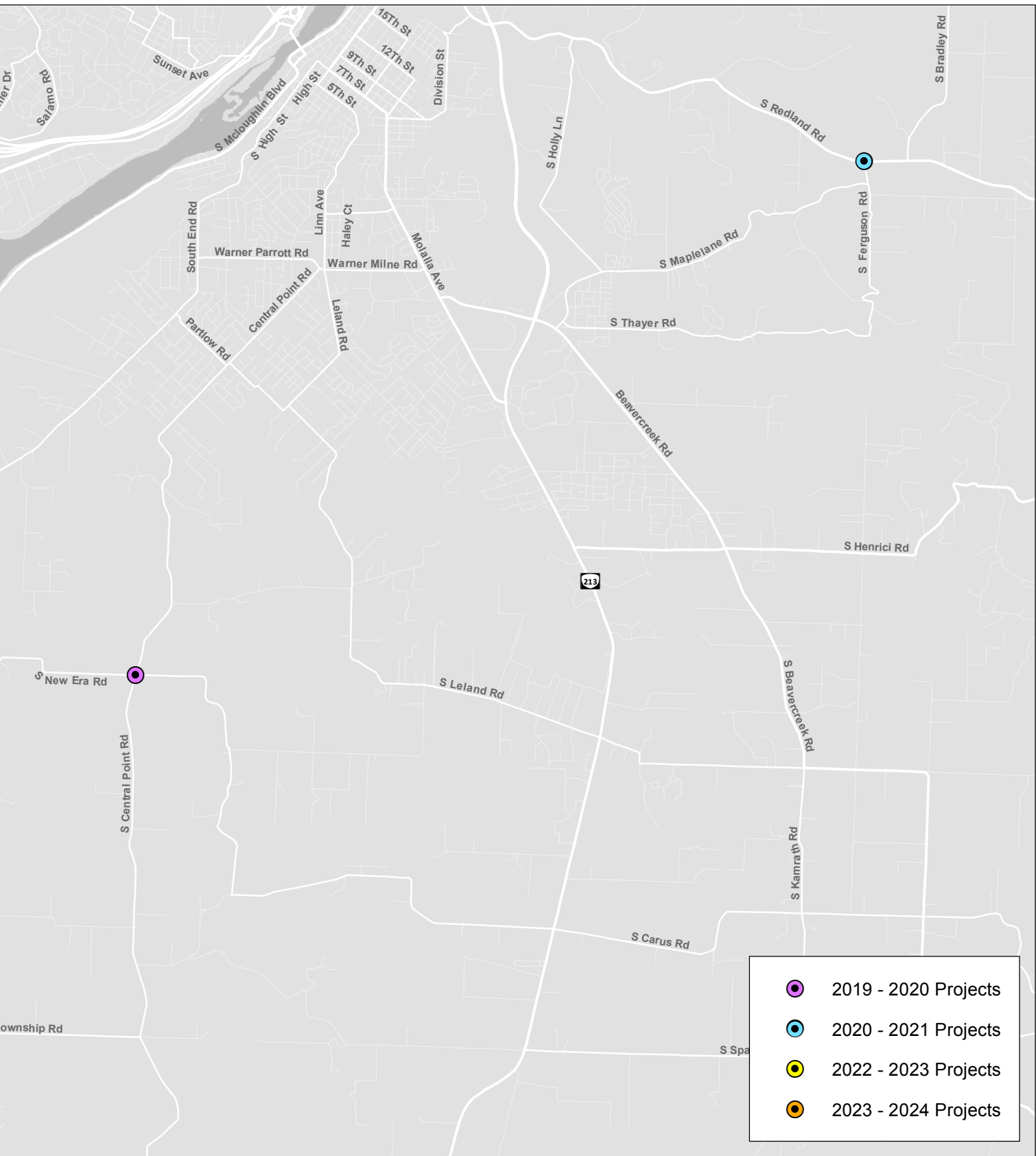




**Funding Constrained Location-Specific Program
Clackamas County, Oregon**

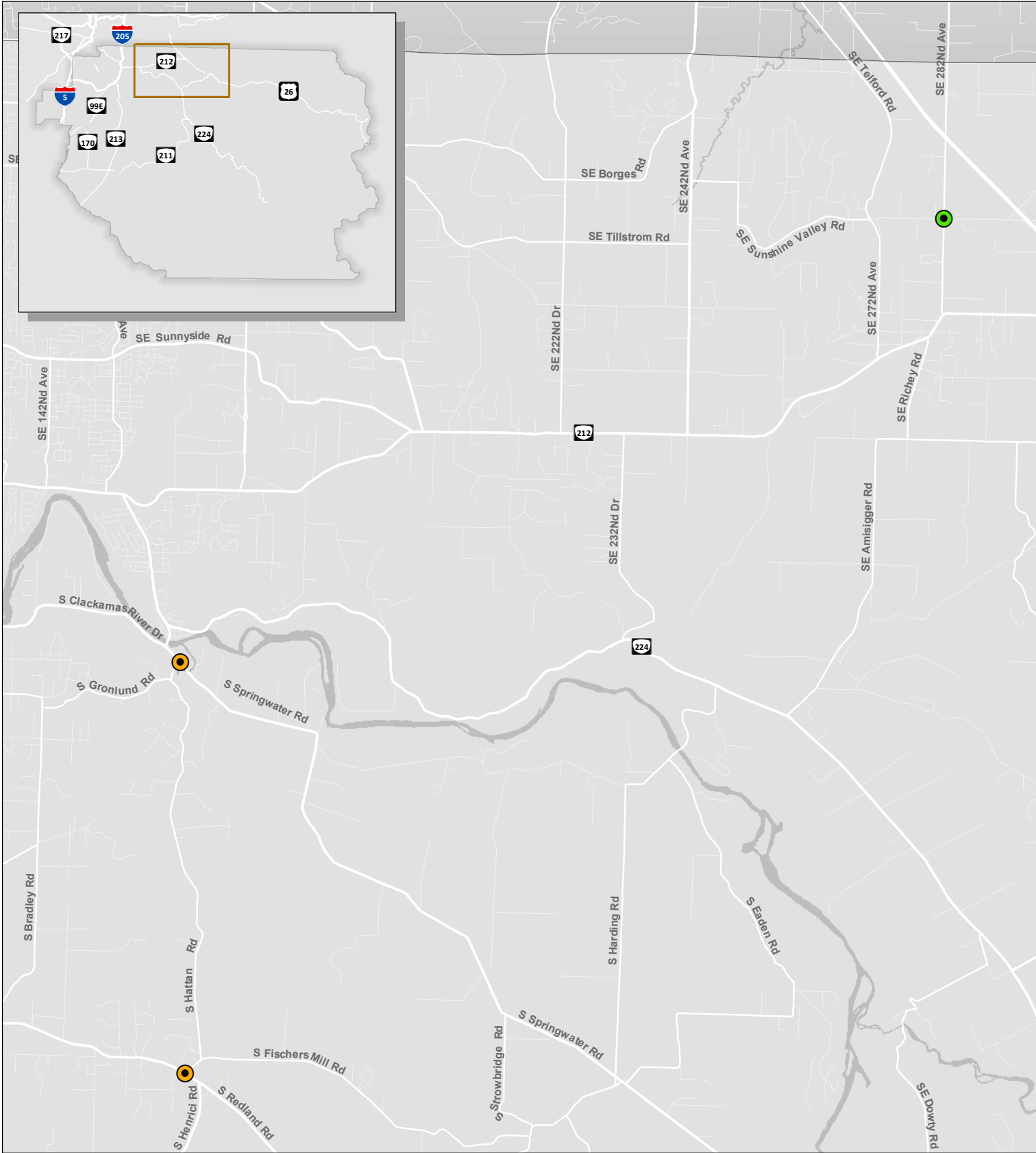
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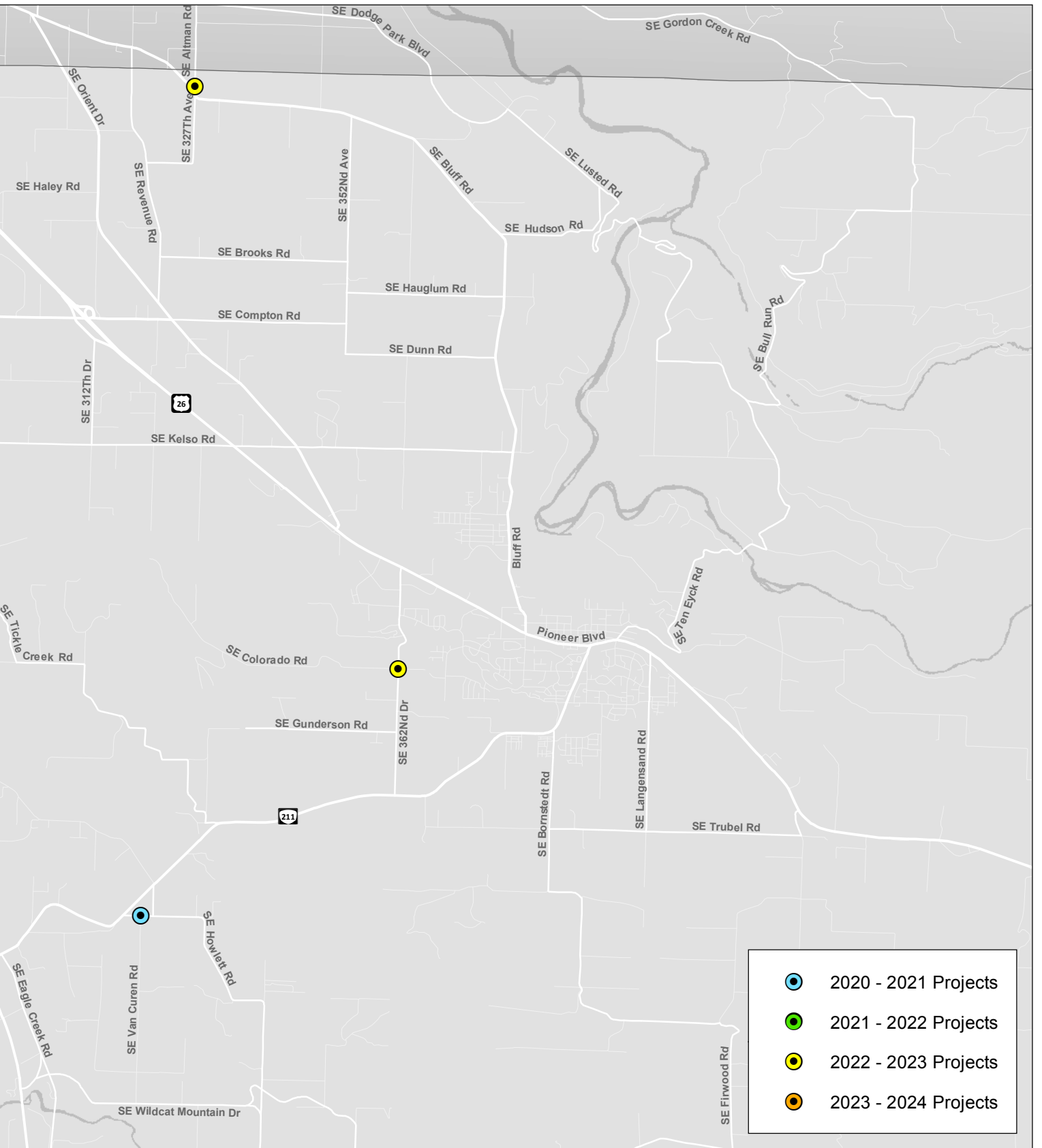




**Funding Constrained Location-Specific Program
Clackamas County, Oregon**

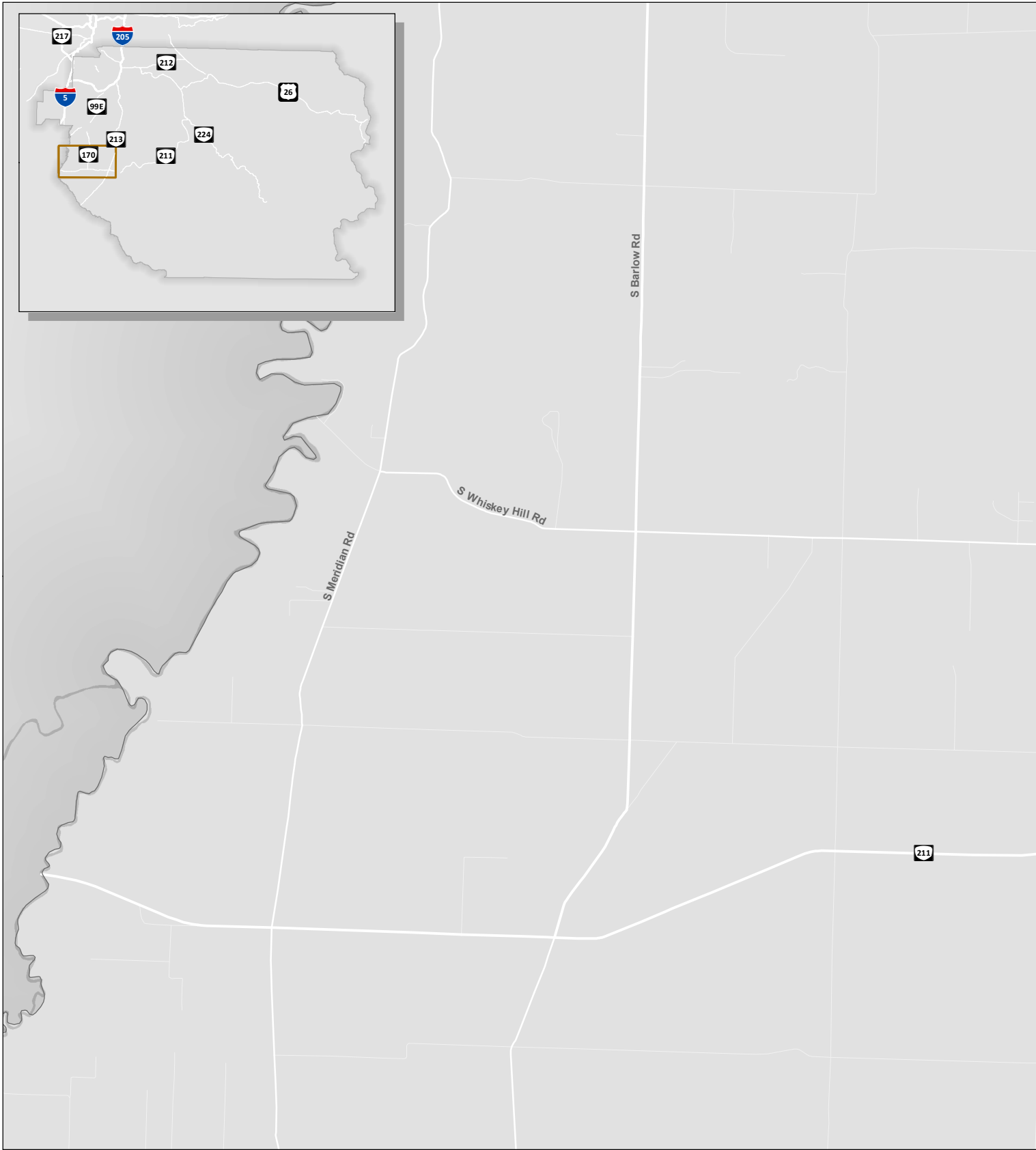
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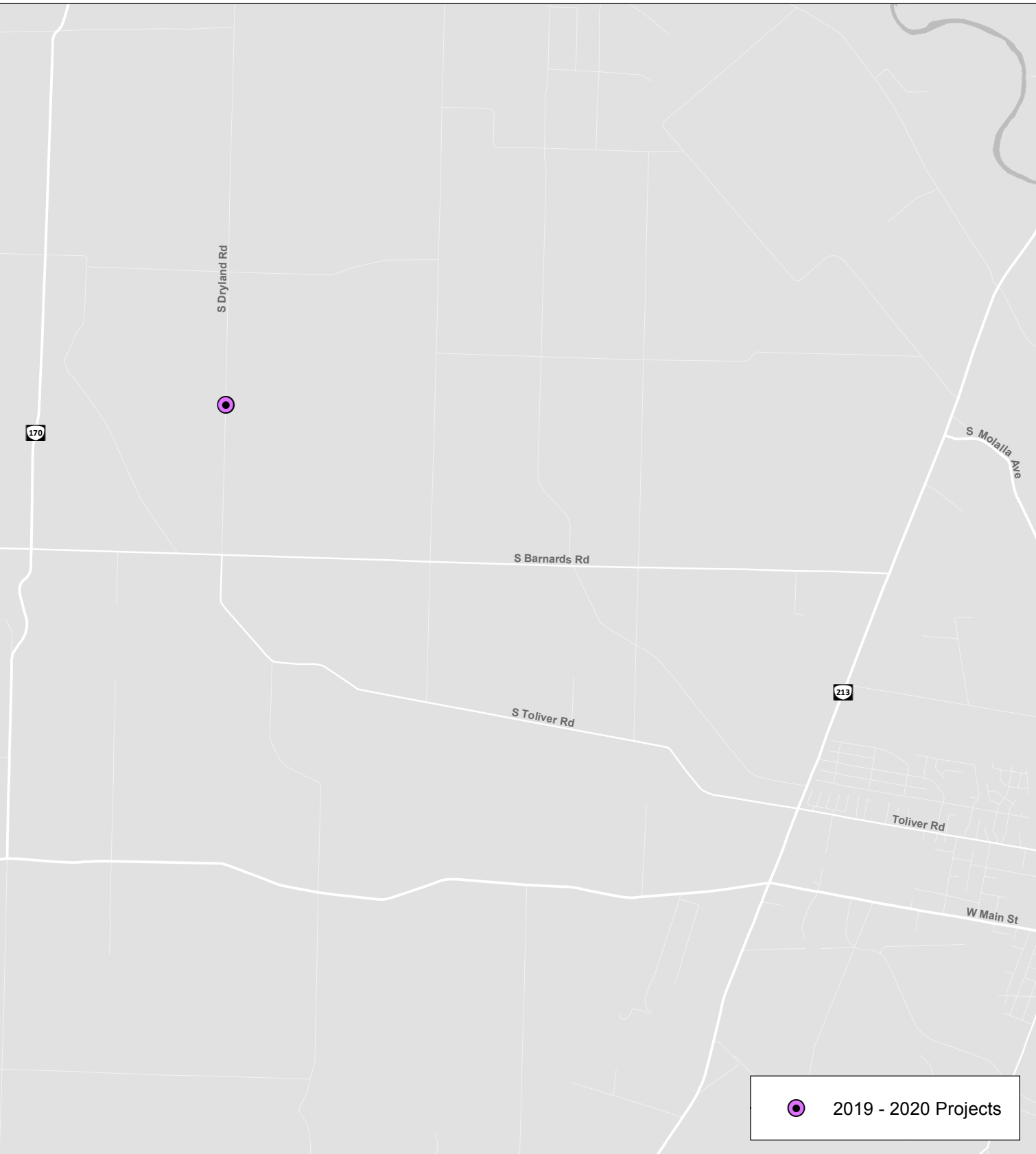




**Funding Constrained Location-Specific Program
Clackamas County, Oregon**

**Figure
5D**





**Funding Constrained Location-Specific Program
Clackamas County, Oregon**

**Figure
5E**

Project Tracking

The county is considering how to track the status of projects. One means would be through a spreadsheet or database that is regularly updated. Another would be through a GIS-based tool with each project mapped with supporting information (e.g., estimated cost, benefit, year programmed, priority, description). This would be updated regularly to capture when projects are completed. Information important to capture after a project is completed includes:

- Project cost (actual)
- Date construction started
- Date construction ended
- Description of project as constructed, including treatments applied and locations (e.g., centerline rumble strips from X to Y, left-turn lanes added on both approaches of Z Street)
- Links to as-built plans or other construction drawings and any studies or completed analyses
- Information on crashes (by type and severity) before and after the treatment, along with the results of the before-after study

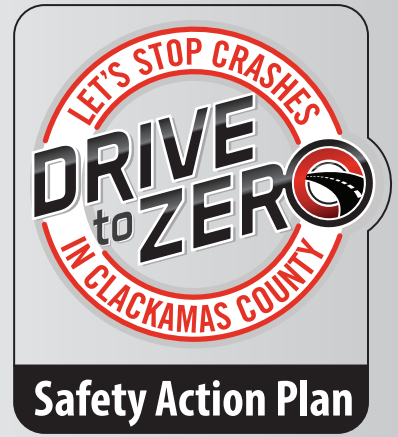
NEXT STEPS

Location-Specific Program

- Develop cost estimates for long-term projects at SPIS High-Crash Locations and RSA projects;
- Use the cost estimates to calculate B/C ratios; and
- Prioritize sites based on B/C ratios along with the remaining near-term projects at SPIS High-Crash Locations.

Systemic Program

- Complete Roadway Departure and Pedestrian and Bicycle Crossing analyses and identify priority locations for treatment.
- Determine how to allocate Systemic funds across all sub-programs and program through FY 2023-2024.



Implementation

Drive to Zero Safety Action Plan

PLAN IMPLEMENTATION AND EVALUATION

This section describes the performance measures the county will use to judge the success of this plan and the evaluation steps needed to determine how to update this plan in the future.

Performance Measures

The success of this plan will be judged on its results. Performance measures are included here to evaluate the success of the plan in eliminating fatal and serious injury crashes, as well as to evaluate the success of the county and its partners in implementing this plan.

Outcome Measures

Measures the county will use to evaluate the ongoing success of the plan toward achieving its ultimate goal include:

- Number of fatalities and serious injuries in the county
 - » Fatal crashes will be reported quarterly in total and by Part 1 emphasis area.
 - » Fatal and serious injury crashes will be reported annually in total, per capita, and by emphasis area using data from the most recent year.

Implementation Measures

Measures the county will use to evaluate progress in implementing this plan include:

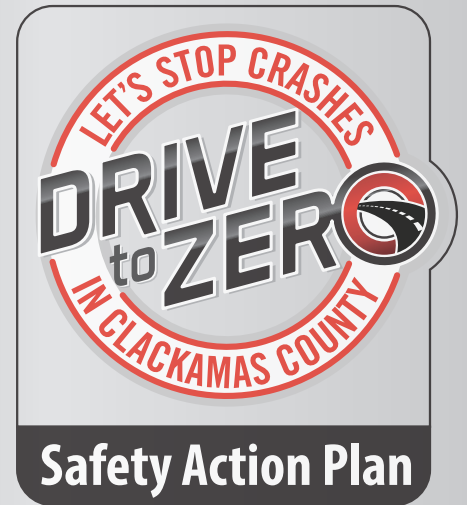
- Number of Part 1 action items implemented—in total and by emphasis area
- Number of Part 1 action items continued from a previous year—in total and by emphasis area
- Number of road safety projects completed (over \$5,000 in cost)
- *Performance Clackamas* measures, including:
 - » Number of students receiving Drive to Zero safety presentations
 - » Number of requests for temporary radar speed feedback signs
 - » Number of temporary radar speed feedback signs installed
 - » Number of road safety evaluations requested
 - » Number of road safety evaluations completed
 - » Number of heavy vehicles inspected
 - » Percentage of heavy vehicles taken out of service and in need of repair

Further, the county and its partners could develop performance measures to evaluate the effectiveness of individual measures (e.g., has improved software for 911 allowed dispatchers to take more emergency calls? Did adding turn lanes result in fewer rear-end crashes at the intersection?). Developing these measures will be the responsibility of the implementing organization and will depend on the availability of data to use for the evaluation.

PLAN UPDATES AND EVALUATION

This plan updates the 2012 TSAP to current conditions and knowledge. Update cycles for the TSAP should be five to seven years. County staff will report on the performance measures listed above annually. As crash and other data are available, the county can evaluate the plan's progress (i.e., about 5-7 years). The county and its partners should take a holistic look at the plan's progress and current data trends and technologies to determine whether this plan should be updated and to what extent (e.g., to incorporate new technologies or practices, to modify action items based on what is and is not working, to address emerging crash trends).

Evaluation needs to be included as part of each activity so that actions, projects, and partnerships can be modified as needed. The ability to adjust the plan will better help build a road to success and, ultimately, help the county achieve its long-term goal of eliminating fatal and serious injury crashes by 2035. More information on tracking and evaluating roadway projects is described in Part 2.



Part 1

Appendix A

Literature and Initial Data Review
Summary

MEMORANDUM

Date: December 21, 2017

Project #: 20716

To: Joseph F. Marek, PE, PTOE, Christian Snuffin, PE, PTOE, and Patty McMillan; Clackamas County

From: Brian Ray, PE, Nick Foster, PE, and Bryan Graveline; Kittelson & Associates, Inc.
Geri Bartz, RN; Legacy Health

Project: Clackamas County Safety Plan Update

Subject: Literature and Initial Data Review Summary (Task 2 Memorandum)

OVERVIEW

Clackamas County is updating its Transportation Safety Action Plan (TSAP). Published in 2012, the Clackamas County TSAP was one of the first plans of its kind to be completed in Oregon. It outlines a strategy for Clackamas County to create a County-wide Safety Culture with an ultimate goal of reducing transportation-related fatalities and serious injuries by 50% by 2022. Recognizing transportation safety is a multidisciplinary concern, the TSAP uses a “5 E’s” approach; it draws from several key areas associated with traffic safety (engineering, education, enforcement, emergency medical services, and evaluation) in a holistic effort to build a Safety Culture. Based on crash data analysis, it identifies the focus areas of aggressive driving, young drivers, and roadway departure crashes. Specific details and actions for each of these areas are discussed in the TSAP.

To prepare an updated version of the TSAP, our project team has first reviewed the current state-of-the-practice in national, state, and local safety planning and existing Clackamas County public health and crash data. We have also reviewed best practices from Sweden, where the Vision Zero concept originated, and guidance published by the International Organization for Standardization. This review will allow us to identify potential opportunities to improve the existing TSAP and areas to focus on with future analyses. This memo summarizes the results of this review, analyzes Oregon Department of Transportation (ODOT) crash data provided by the County, and discusses performance measures to consider incorporating into the updated TSAP.

LITERATURE REVIEW

We have reviewed current transportation safety plans and national and international guidance documents. The purpose of this review is to identify best practices that could be incorporated into the updated TSAP.

Transportation Safety Action Plans

We reviewed five TSAPs and comparable documents for other jurisdictions. This review includes plans from Oregon, as well as from other states. Specifically, we reviewed the Oregon TSAP, Washington County TSAP, Lane County TSAP, Cass County (North Dakota) Local Road Safety Program, and Sun Corridor (Arizona) Strategic Transportation Safety Plan. The Washington County and Lane County TSAPs were reviewed because of their similarities in population and geography to Clackamas County, as well as their proximity to the County. We reviewed the Cass County and Sun Corridor plans because they are in different regions of the country and provide a perspective on safety planning outside of the Northwest. These two agencies are also both in states that are requiring local safety plans be completed by all counties (North Dakota) or metropolitan planning organizations (Arizona). For each of these plans, we identified key similarities and differences between the respective plan and the 2012 Clackamas County TSAP.

Oregon TSAP

The Oregon TSAP provides a framework for engaging residents, stakeholders, employers, planners, engineers, enforcement agencies, and Emergency Medical Services (EMS) providers across the state in improving transportation safety in Oregon. It aims to integrate behavioral and engineering safety practices into all aspects of planning, programming, and policy activities in the state. The document was created to fulfill the federal requirement for a Strategic Highway Safety Plan. Similar to the 2012 Clackamas County TSAP, the Oregon TSAP sets near-term emphasis areas and long-term goals, as listed below:

Table 1 Oregon DOT TSAP Emphasis Areas and Goals

Near-Term Emphasis Areas	Description
Risky Behaviors	Minimize impaired driving, unbelted, speeding, and distracted driving crashes
Infrastructure	Minimize intersection and roadway departure crashes
Vulnerable Users	Minimize pedestrian, bicycle, motorcycle, and older road user crashes
Improved Systems	Continually improve data, train and educate transportation and safety staff, support law enforcement and emergency responders, and minimize commercial vehicle crashes
Long-Term Goals	Description
Safety Culture	Transform public attitudes and organizational transportation safety culture to integrate safety considerations into all responsibilities
Infrastructure	Develop and improve infrastructure to eliminate fatalities and serious injuries for users of all modes
Healthy, Livable Communities	Plan, design, and implement safe systems. Support enforcement and emergency medical services to improve the safety of communities
Technology	Plan, prepare for, and implement technologies (existing and new) that can affect transportation safety for all users
Collaborate and Communicate	Create and support a collaborative environment for transportation system providers and public and private stakeholders to work together

Other key similarities to the 2012 Clackamas County TSAP include:

- Each goal includes individual policies and strategies in an effort to create actionable items.
- Outlines safety emphasis areas and proposes countermeasures for these areas.
- Includes actions related to all 5 E’s (though the document only refers to 4 E’s, there are evaluation actions, too).
- Discusses difficulty of successful implementation and necessity of strong leadership and partnerships with, and between, many different types of groups.
- Summarizes crash data based on crash type and severity, as well as by contributing factors.
- Data is not analyzed by specific crash locations.

Notable differences from the 2012 Clackamas County TSAP include:

- Presents ultimate goal of eliminating deaths and life-changing injuries on Oregon’s transportation system by 2035.
- Sets performance targets for each of the five Federal Highway Authority (FHWA) performance measures (fatalities, fatality rate, serious injuries, serious injury rate, and non-motorized fatalities and serious injuries) and assigns responsibility for meeting these to the State.

Washington County TSAP - Adopted September 2016

Washington County includes the mid-sized cities of Hillsboro, Beaverton, and Tigard, and comprises the southwest region of the Portland metro area. It borders the west side of Clackamas County.

Key similarities to the 2012 Clackamas County TSAP include:

- Identifies focus areas such as pedestrians and distracted driving and proposes strategies for addressing these areas. Strategies are listed both by safety focus and “E” being addressed.
- Assigns a general timeline for each strategy (near-term, mid-term, or as-possible).

Notable differences from the 2012 Clackamas County TSAP include:

- Lists 4 E’s of safety: Engineering, Enforcement, Education, and Emergency Response. Does not list Evaluation.
- Presents goal of striving toward zero transportation-related serious injury and fatality crashes; no target date for this goal is given.
- Includes an in-depth review of existing crash data, including a location-based analysis of crashes.
- Assigns a lead agency and a supporting agency for each individual strategy, while the 2012 Clackamas County TSAP assigns a lead agency for each “E.”

Lane County TSAP – Adopted July 2017

Lane County includes the Eugene-Springfield metropolitan area, along with surrounding smaller urban and rural areas.

Key similarities to the 2012 Clackamas County TSAP include:

- Outlines broad goals of how to move towards zero deaths and reduce serious injuries, such as building a safe infrastructure and preparing for advanced technologies.
- Establishes short-term and long-term action items to help achieve goals and sorts action items by “E” category and timeframe. Most action items are not linked to an explicit responsible agency.

Notable differences from the 2012 Clackamas County TSAP include:

- Uses Oregon TSAP emphasis areas instead of developing areas based on analysis and local context.
- Refers to the 6 “E’s”: The 5 “E’s” in the 2012 Clackamas County TSAP plus Equity.
- Uses crash analysis to draw distinctions between urban safety issues (more crashes, but less severe) and rural safety issues (less crashes, but more severe).
- Engaged non-engineering groups through three stakeholder advisory committees. Agencies included law enforcement, engineering, education and marketing, advocacy, EMS, and public health. Three additional focus groups with partner agencies and advocates addressed individual emphasis areas.

Cass County Local Road Safety Program - Adopted June 2014

Cass County is located in eastern North Dakota. Its county seat and most populous city is Fargo, and it also includes large amounts of rural areas. It developed a Local Road Safety Program (LRSP) in 2014, which is comparable to a TSAP.

Key similarities to the 2012 Clackamas County TSAP include:

- Describes safety emphasis areas and identifies actionable strategies. Assigns a timeframe to implement each strategy.

Notable differences from the 2012 Clackamas County TSAP include:

- Law enforcement and education/outreach stakeholders as well as governmental staff were part of a workshop to discuss preferred actionable safety strategies to address emphasis areas.
- Uses emphasis areas from the American Association of State Highway and Transportation Officials (AASHTO) *Strategic Highway Safety Plan* instead of developing their own based on analysis and local context.
- Documents at-risk locations that are considered candidates for safety investment based on either crash history or geometric/traffic characteristics.
- Identifies priority safety strategies based on “behavior” or “infrastructure” categories instead of by “E’s.” Ideas related to the 4 “E’s” can still be found throughout the strategies and document, however.
- Rates each proposed strategy as “proven, tried, or experimental” based on body of evidence supporting strategy as effective in other locations.
- Develops specific suggested projects and begins process of submitting for Highway Safety Improvement Program (HSIP) funding based upon identified strategies.

Sun Corridor Strategic Transportation Safety Plan - Adopted December 2016

The Sun Corridor Metropolitan Planning Organization (MPO) provides transportation planning to the City of Casa Grande and surrounding regions of Pinal County, Arizona between Phoenix and Tucson. It developed a Strategic Transportation Safety Plan in 2016 that is similar to a TSAP.

Key similarities to the 2012 Clackamas County TSAP include:

- Sets a near-term goal: reduce the number of fatalities and serious injuries in the region by 3 to 7 percent over the next 5 years.
- Generates safety strategies based on 4 “E’s” (leaves out evaluation). However, it includes evaluation of performance measures.
- Describes safety emphasis areas and identifiable action strategies.

Notable differences from the 2012 Clackamas County TSAP include:

- Uses safety emphasis areas from the 2014 *Arizona Strategic Highway Safety Plan* instead of developing emphasis areas based on analysis and local context.
- Sets specific performance measures based on Federal Highway Administration (FHWA) generated requirements for State Departments of Transportation (DOTs) and Metropolitan Planning Organizations (MPOs): fatalities, fatality rate, serious injuries, serious injury rate, and number of combined non-motorized fatalities and serious injuries.
- Analyzes 10 years of crash data based on frequency, rate, severity, and location. Individual intersections and segments were deemed priority locations for future projects based on this analysis.
- Engaged non-engineering professionals with four public meetings and two stakeholder meetings. Purpose of meetings was to obtain input for plan development, educate on traffic safety issues, and solicit cooperation in implementing the plan.
- Describes strategies for securing funding for safety projects are described.

Summary of Best Practices for Updated Clackamas County TSAP

We have identified the following best practices to consider including in the updated Clackamas County TSAP:

- Assign a lead agency or responsible team/individual for safety strategies/proposed countermeasures. (Washington County)
- Assign performance measures and target date(s) to meet them by. (State of Oregon, Cass County, Sun Corridor)
- Add a long-term goal that describes the County's ultimate vision (e.g., zero fatalities and serious injuries). (State of Oregon, Washington County, Lane County)
- Align some or all emphasis areas with state emphasis areas. (Lane County, Sun Corridor)
- Engage non-engineering stakeholders (who will be responsible for plan implementation) in developing the plan. (Lane County, Cass County)
- Include an in-depth review of crash data to analyze trends that can inform safety strategies and countermeasures. In addition to focusing on crash type and contributing factors, focus on crash locations to outline high crash corridors, and rural vs. urban context. (Washington County, Cass County, and Lane County)
- Turn proposed countermeasures into specific actionable project proposals and/or locations or concepts for future projects. (Cass County)
- Outline broad strategies to secure future funding for safety projects. (Sun Corridor MPO)

Other Applicable Transportation Documents

We reviewed a variety of other documents pertaining to the transportation system and transportation safety. The Clackamas County Transportation System Plan, the Towards Zero Deaths National Strategy, Road Traffic Safety Management ISO 39001 from the International Organization for Standardization,

and the Molalla Transportation Safety Culture Project shed light on various aspects of transportation and safety within and outside of Clackamas County.

Clackamas County Transportation System Plan – Adopted December 2013

The Clackamas County Transportation System Plan (TSP) guides transportation-related decisions and identifies the capital construction needs and priorities in Clackamas County over a 20-year horizon. One of its six goals is to promote a transportation system that maintains or improves our safety, health, and security, and it includes multiple references to safety as a fundamental item to be prioritized in the transportation planning process.

The TSP references the Capital Improvement Plan (CIP), which prioritizes potential transportation construction projects with respect to the TSP goals. As such, the CIP specifically references safety as a category of projects in the project prioritization process. The TSP also specifically references the goals outlined in the 2012 Clackamas County TSAP.

Ultimately, projects resulting from the TSAP will need to be integrated into the TSP. Therefore, the updated TSAP should be consistent with the TSP to ensure that project efforts are streamlined and consistent.

Towards Zero Deaths National Strategy – Adopted June 2014

The Towards Zero Deaths National Strategy (TZD) was developed by a partnership of several organizations representing public agencies (e.g., American Association of State Highway and Transportation Officials, Governors Highway Safety Association, International Association of Police Chiefs, National Association of County Engineers,) and the US Department of Transportation. It is a tool to help agencies and stakeholders across the country consolidate efforts toward reducing fatalities and serious injuries caused by traffic crashes. It describes Safety Culture as a holistic topic that refers to safety decisions of road users, the consideration of safety impacts during transportation network planning and design, and how employees within an organization consider safety. It presents a positive transportation Safety Culture as one of the key building blocks of eliminating traffic deaths and serious injuries.

TZD lists various strategies to be used to shift the country's culture away from inherently accepting risks and towards a social imperative to reject risky behaviors, engage protective behaviors, and embrace traffic safety policies. It lists 6 key areas, as listed below, which holistically examine the sources of risk in our transportation system. It proceeds to discuss broad proposed countermeasures related to each key area.

- Safer Drivers and Passengers
- Safer Vulnerable Users
- Safer Vehicles
- Safer Infrastructure

- Enhanced Emergency Medical Service
- Improved Safety Management

The TZD document will serve as a reference for potential strategies when developing the updated TSAP, especially as it pertains to creating a positive transportation safety culture.

Road Traffic Safety Management System ISO 39001

Developed by the International Organization for Standardization (ISO), a worldwide federation of national standards bodies, this international standard document specifies requirements for road traffic safety (RTS) management systems for organizations that want to achieve ISO certification. It enables organizations that interact with the road traffic system to reduce deaths and serious injuries related to road traffic crashes. The document contains broad language describing evaluation methods, quality control, and management styles related to an organization's ability to successfully bolster road traffic safety.

While ISO certification may not be relevant to the County, the best practices and guidelines contained in this document will may help inform the TSAP update process.

Molalla Transportation Safety Culture Project – Published June 2017

Montana State University worked with Clackamas County to cultivate a positive transportation Safety Culture and reduce crashes in Molalla, Oregon. Local stakeholders (traffic safety professionals, prevention leaders, and residents) engaged in "capacity building" (changing a community's ability to address health issues by creating new structures, approaches, and/or values). A "Positive Culture Framework" (PCF) guided discussion and action. It consists of the following structure:

- 1) Improve cultural factors
- 2) Increase protective behaviors and decrease risky behaviors
- 3) Improve health and safety

Stakeholders identified aggressive driving as a risky behavior to be addressed. The existing culture of aggressive driving was assessed using a mail survey, and existing programs and strategies aimed at improving this culture were also evaluated. Potential new strategies for improving the culture of aggressive driving were assessed, and methods such as radar feedback signs, education in schools and senior centers, and media campaigns were prioritized. The implementation of these strategies is still in process.

The strategies and methods used throughout this effort will be considered for use in the Clackamas County TSAP update.

Sweden's Vision Zero Initiative

Sweden is often credited as being the first major government entity to adopt the concept that zero is the only acceptable number of deaths from traffic crashes. Their Vision Zero initiative began in 1994 and the concept was passed into law by the Swedish Parliament in 1997 (Reference 1). Sweden has a fatality rate that is less than one-third of the rate in the United States (i.e., 2.8 traffic deaths per 100,000 people in Sweden compared to about 10.6 deaths per 100,000 people in the United States; Reference 2). The fatality rate in Sweden has fallen from about 7 deaths per 100,000 people since the law was passed (Reference 3), to approximately 3 deaths per 100,000 people in 2013 (Reference 2).

Sweden's Vision Zero program takes a multifaceted approach to transportation safety, but it emphasizes the importance of design and management of the transportation system in achieving the goal. It assumes that humans will make mistakes, no matter how well educated they are, or how aggressive enforcement is, and puts the responsibility for preventing these mistakes on the owners of the transportation system. The Vision Zero Initiative summarizes this approach with the statement that

In every situation a person might fail. The road system should not. (Reference 1).

An example of this approach in action is related to managing speed. In a 2014 interview, the Swedish Transport Administration's Traffic Safety Strategist noted that they recognize that changing speed limits is not enough in urban areas to manage speeds at a desired level. Therefore, they use traffic calming tools to obtain their desired speeds when necessary (Reference 3).

PUBLIC HEALTH RELATED DOCUMENTS

Transportation safety is a public health concern. On the international level, the World Health Organization declared 2011-2020 to be a Decade of Action for Road Safety, with a global goal of stabilizing and then reducing the level of road fatalities by increasing safety activities conducted at national, regional, and global levels. To gain a better understanding of what relevant data might be available from public health professionals and how transportation safety is perceived in the public health professional community, we reviewed two documents: the *2016 Healthy Columbia Willamette Collaborative Community Health Needs Assessment* and the *2017-2020 Blueprint for a Healthy Clackamas County*.

2016 Healthy Columbia Willamette Collaborative Community Health Needs Assessment

The Healthy Columbia Willamette Collaborative is a public-private partnership that includes hospitals, local public health agencies, and coordinated care organizations in the four counties of the Portland metro area (i.e., Clackamas, Multnomah, and Washington counties in Oregon and Clark County, Washington). It serves as a platform for collaboration around health improvement plans and created the 2016 Community Health Needs Assessment (CHNA) to analyze health needs and assets as required by the federal Affordable Care Act. It incorporates community surveys that help identify public opinion and areas of concern related to transportation.

The CHNA discusses a variety of topics that relate transportation safety to public health. Chief among these are unsafe streets, unsafe driving practices, and extensive time spent driving. Throughout the surveys and the report, an understanding by the community of the importance of transportation safety to community health is shown.

A Clackamas County community survey identified unsafe streets (streets with limited crosswalks, bike lanes, lighting, etc.) as the 9th most important issue out of 25 that needs to be addressed to make the community healthier. A similarly structured survey identified unsafe driving practices (such as not using seat belts/child safety seats and distracted driving) as the 7th most important risky behavior out of 12 that can endanger health in the community.

The CHNA also found that Clackamas County residents commute for close to a half hour on average, the longest in the metro area. This additional time in vehicles could lead to more exposure to the risk of a crash. It can also lead to higher stress levels (Reference 4), which can in turn result in negative driving behaviors (Reference 5).

In addition to safety related issues, transportation systems affect health in a variety of other ways. Safe, nearby transportation was identified by Clackamas County residents as the 12th most important characteristic out of 21 that leads to a healthy community, as it allows access to activities necessary for healthy living, such as healthy food sources and health care. In addition to increasing driving exposure, a long commute to work can increase stress, risk of obesity, and back pain, and it can also limit available time for physical and social activities. Lastly, a transportation system that leads to a pleasant neighborhood environment can support community health through walkability, community size, and access to parks and nature. Focus groups suggested investing in safe parks, neighborhoods, and routes to school, as well as supporting housing policies that create walkable and accessible communities for all.

2017 – 2020 Blueprint for a Healthy Clackamas County

The *2017-2020 Blueprint for a Healthy Clackamas County*, which serves as the Community Health Improvement Plan (CHIP) for Clackamas County, is the Clackamas County Public Health Division's plan to improve the health and quality of life the county's residents. Throughout the document, community feedback and collaboration with experts are used to identify needs and solutions for better health in the community.

The CHIP establishes a long-term goal of eliminating all pedestrian, bicycle, and motor vehicle traffic crash fatalities in Clackamas County. The plan emphasizes pedestrian crashes because they make up close to a quarter of all traffic fatalities. Also noted is that more women are injured in crashes each year than men, which is an uncommon outcome compared to nationwide statistics.

Like the CHNA, the CHIP calls out the importance of improving the built environment through our transportation system. It specifically mentions the necessity of creating places where residents can live and age well in healthy communities. Walkable and connected communities help older residents access

the things they need to live healthy lives, and they also decrease the need to drive, making it easier for older residents to give up, or limit, driving when their ages necessitate it.

The CHIP also discusses the negative effects of Clackamas County's long average commute times. It echoes the CHNA's viewpoint that this trend can lead to sedentary lifestyles and negative health outcomes. It also notes the adverse effects large numbers of long commuters can have on air quality.

CRASH DATA REVIEW

Kittelsohn analyzed the most recent seven years of ODOT crash data (2009-2015) and identified the top fatal and serious injury (F&SI) crash types. The analysis included (but was not limited to) crashes with the following contributing factors:

- Aggressive driving (i.e., driving too fast for conditions, following too closely, failing to avoid the vehicle ahead, or exceeding the posted speed)
- Young drivers ages 15-25
- Roadway departures
- Vulnerable users (bicyclists, pedestrians, and motorcyclists)
- Driving under the influence of intoxicants (DUII) related
- Older drivers ages 65+

Distracted driving has been at the center of much of the recent national conversation related to safety. Tracking distracted driving related crashes tends to be problematic because it is often more difficult to identify as a cause factor as motorists involved in the crashes are unlikely to admit to being distracted. As a result of this, robust data isn't available to identify this as a top cause factor, but it is well known that distracted driving is a concern.

Total crashes and total fatal and serious Injury (F&SI) crashes by year exhibit an upward trend since 2009, as shown in Figures 1 and 2 below; though the trend in F&SI crashes varies some between 2009 and 2015. The trend of increasing fatalities beginning around 2013 matches a global trend. Reasons for this increase are not fully understood by the research community. Factors of consideration include more vehicle miles traveled due to a more robust economy, reductions in seat belt use, increases in travel speeds, and distractions. Additionally, the population of Clackamas County has been steadily increasing with a population of 375,992 in 2010 and an estimate of 413,000 in 2017.

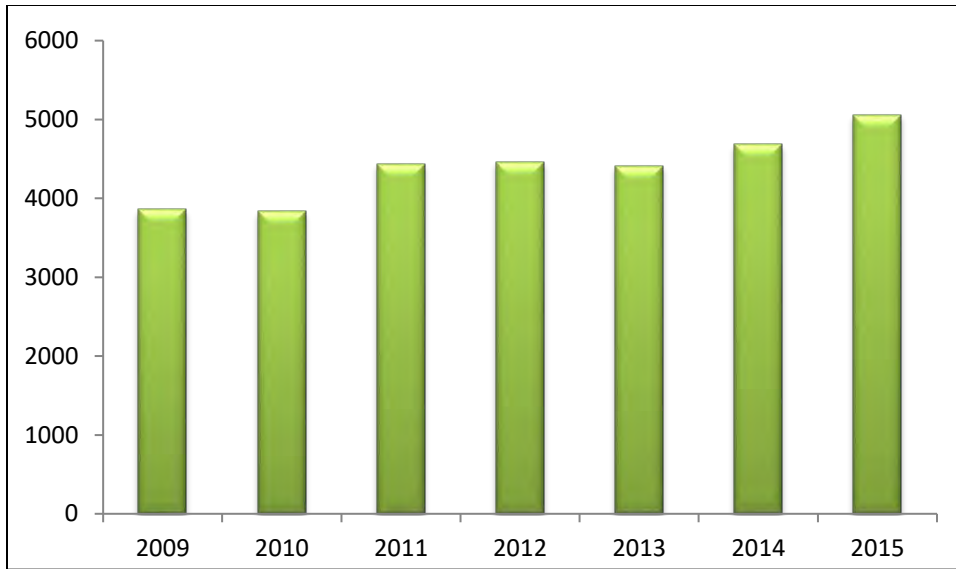


Figure 1. Total Crashes

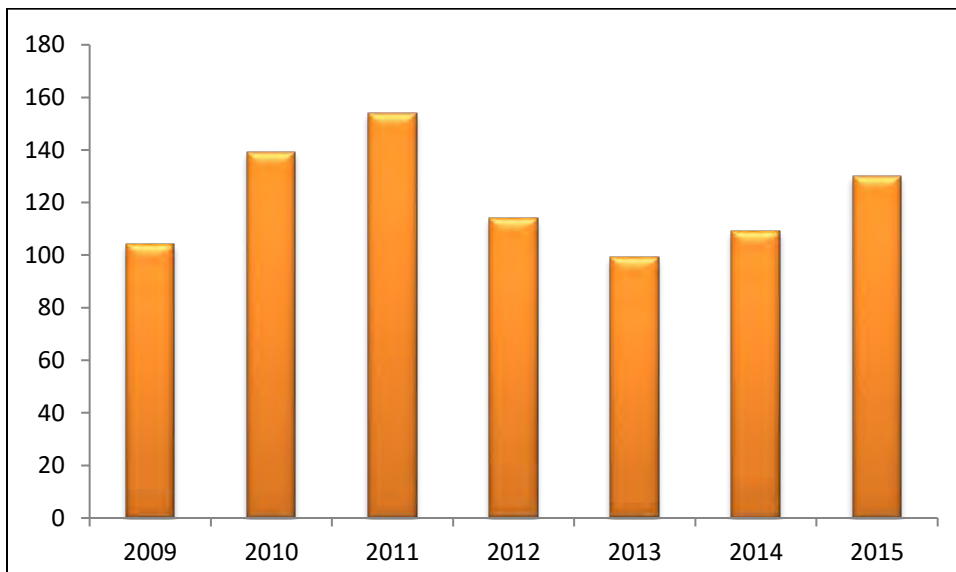


Figure 2. Fatal and Serious Injury Crashes

Kittelson analyzed total crashes and total F&SI crashes based on their contributing factors. The total number of crashes with each of the contributing factors over the seven year period is presented in Figures 3 and 4.

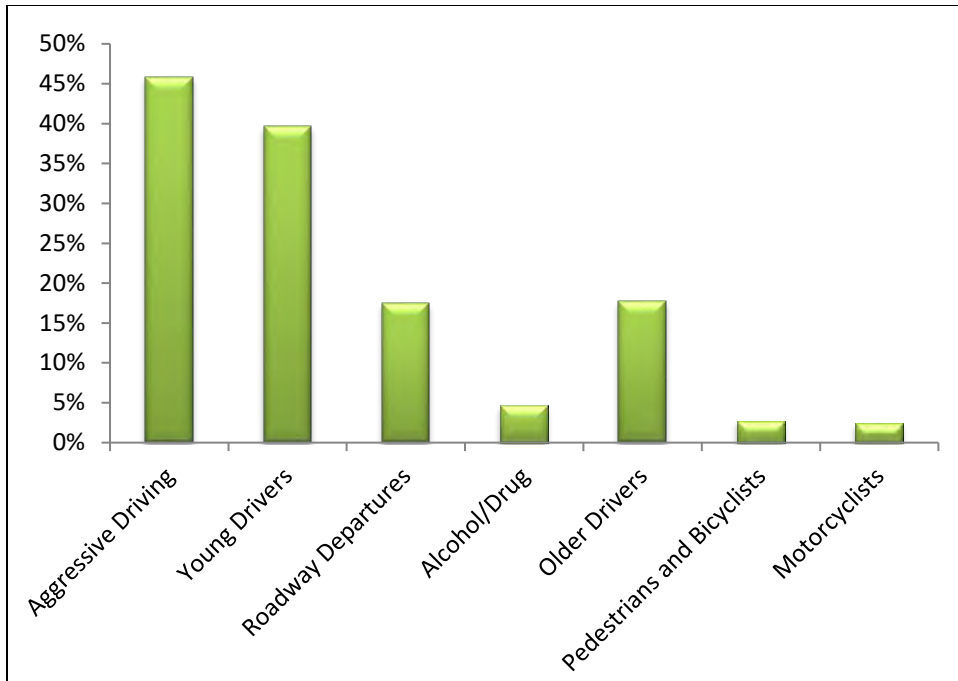


Figure 3. Total Crashes by Contributing Factor

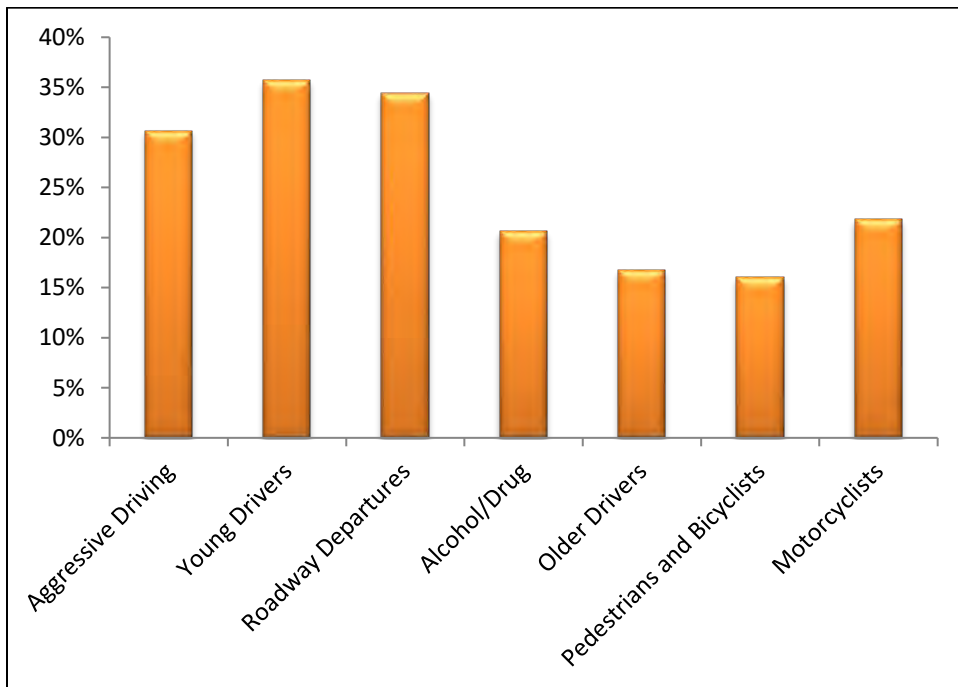


Figure 4. Fatal and Serious Injury Crashes by Contributing Factor

The most prevalent three contributing factors (aggressive driving, young drivers, and roadway departures) from the 2012 TSAP were found to again be the most prevalent three contributing factors with updated data ranging from 2009 through 2015. The proportion of F&SI crashes involving young drivers decreased from about 47% to approximately 36% of all F&SI crashes since the previous study

period. Similarly, the percentage of F&SI crashes related to roadway departures declined from approximately 44% to about 35%. Finally, aggressive driving decreased from being a contributing factor to nearly 60% of F&SI crashes in the 2012 TSAP’s dataset to now being cited as a cause in about 30% of all F&SI crashes. A further review of the data used to develop the 2012 TSAP shows that there was one year where aggressive driving related factors were cited three to six times more frequently compared to other years. Had the number of aggressive driving related F&SI crashes that year been consistent with other years in the dataset, the overall percentage would have been under 40% of all F&SI crashes, similar to what is seen in the 2009 – 2015 data.

Additional contributing factors were analyzed further, as described below.

The Towards Zero Deaths National Strategy describes pedestrians, bicyclists, and motorcyclists as vulnerable users because they are more susceptible to injury or death when involved in a traffic crash. Although pedestrian and bicyclist crashes represented 3% of total crashes in Clackamas County during the study period, they represented 16% of fatal and serious injury crashes. Similarly, though motorcyclists were involved in 2% of all crashes in Clackamas County during the study period, they were in 22% of F&SI crashes.

Crashes due to alcohol/drugs and crashes involving older drivers (65+) each represented approximately 15-20% of F&SI crashes.

Figure 5 shows the proportion of all crashes with a given contributing factor for each year, while Figure 6 shows proportion of fatal and serious injury crashes by contributing factor each year. Some crashes have multiple contributing factors, so the contributing factors add up to more than 100% each year.

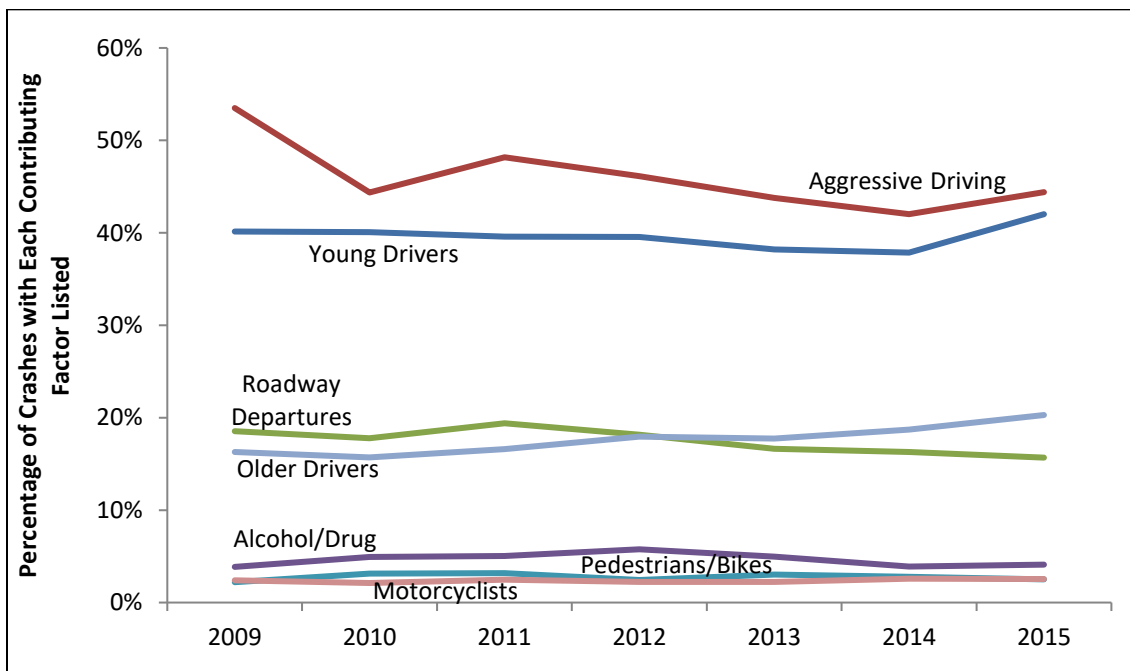


Figure 5. Proportion of Total Crashes by Contributing Factors by Year

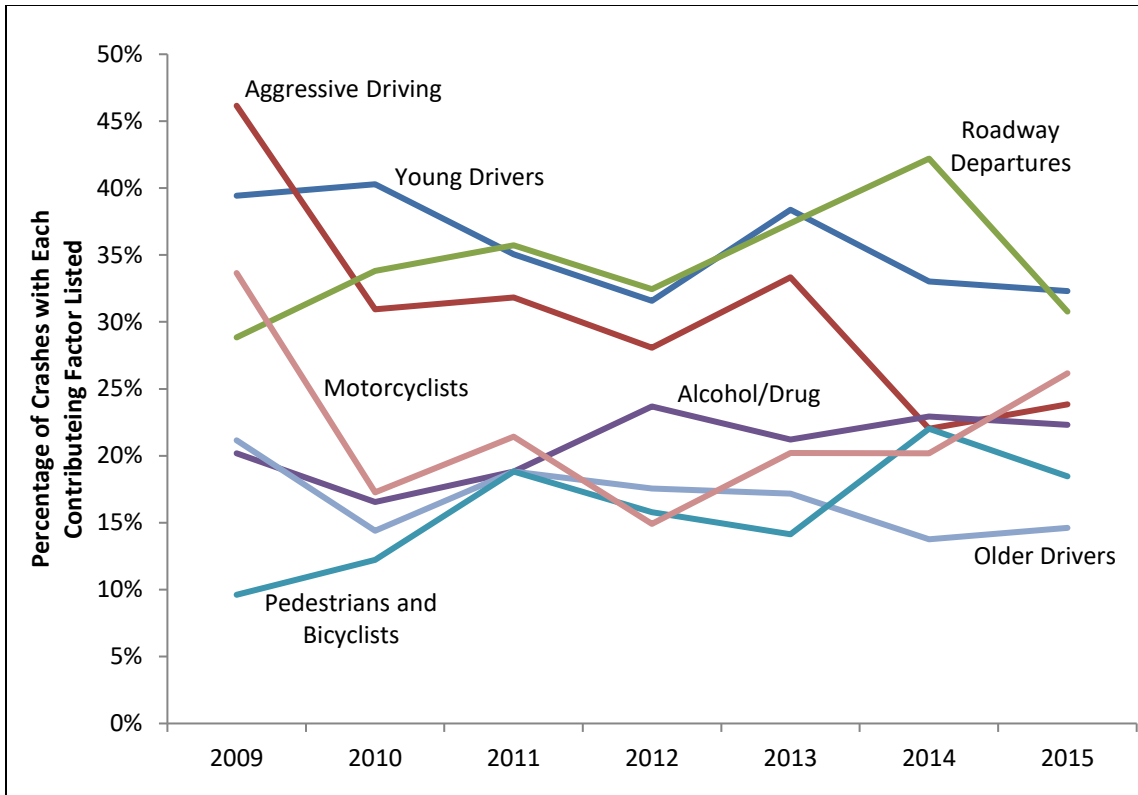


Figure 6. Proportion of Fatal and Serious Injury Crashes by Contributing Factors by Year

The data shows that total crashes related to each contributing factor stayed mostly consistent over the study period.

The F&SI crash data shows greater variability. This is likely due to the smaller sample size of F&SI crashes compared to total crashes. There is a general downward trend over time in the proportion of F&SI crashes involving aggressive driving factors; though the proportion is relatively consistent from 2010 to 2013. Conversely, there is an upward trend over time in the proportion of F&SI crashes involving pedestrians and bicyclists.

Distracted Driving

Distracted driving refers to partaking in any activity that diverts attention from driving, including using a cell phone, eating or drinking, and adjusting entertainment or navigation systems. It was reported as a contributing factor in 5% of total crashes and 4% of F&SI crashes. However, current literature shows these values may be underreported since many drivers are unwilling to admit to a crash being caused by distraction (or often are simply not asked) a recent ODOT task force showed that distracted driving is often underreported. (Reference 6) So, it is possible that driving is a more significant problem in Clackamas County than shown in the ODOT data.

PERFORMANCE MEASURES

Clackamas County recently defined performance measures for the Transportation Safety as part of its *Performance Clackamas: Strategic Business Plan* effort. The Transportation Safety program's near-term goal for this plan is to reduce the rolling annual three-year average number of traffic fatalities from 26 to 14. To track its progress toward this goal, the following measures are identified:

- # students receiving Drive to Zero safety presentations
- # of temporary radar speed feedback signs installed
- # safety evaluations completed
- # heavy vehicles inspected
- % of heavy vehicles taken out of service and in need of repair
- # requests for placement of the radar-reader sign
- # road safety evaluations requested

Additionally, the Transportation Maintenance Division has a performance target of having 75% of County roads with adequately visible pavement markings.

In addition to the measures identified above, in the updated TSAP the County may want to consider measures related to the following:

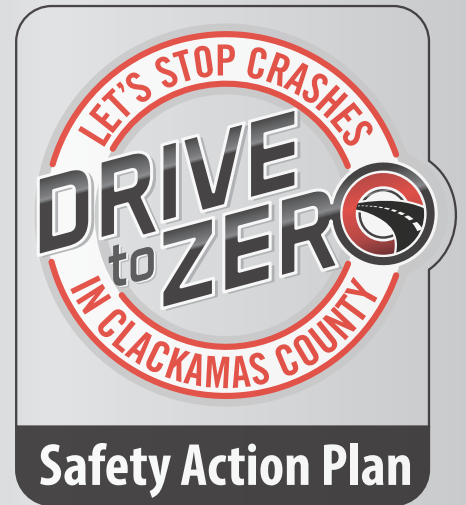
- Implementation of TSAP related action items
- Crash data trends in the identified emphasis areas

NEXT STEPS

The results of this memorandum will be used to inform the development of the updated Transportation Safety Action Plan. Specifically, those areas as identified as the largest contributors to fatal and serious injury crashes may be emphasis areas in the plan. These areas will be investigated further in the development of the plan.

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Part 1

Appendix B

Action Items Spread Sheet

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline
Safe Drivers and Passengers	Attentive Driving	Work with employers to institute distracted driving policies at their workplaces.	Oregon Impact	Molalla DTZ	short
		Educate youth and adults on the importance of paying attention when using the transportation system.	ODOT/DTZ	Molalla DTZ, TSC, schools	short
	Sober Driving	Encourage businesses, institutions, and families to create policies related to driving safety, including attentive driving	Office of Children, Youth and Families/DTZ/OLCC	law enforcement	short
		Work with alcohol and marijuana retailers/servers to encourage compliance checks to deter selling to, and reward those who do not sell to, underage customers.	Public Health/DTZ	Molalla DTZ	short
		Promote the Oregon Liquor Control Commission's Responsible Vendor program.	Oregon Impact/DTZ	Molalla DTZ, AMR, Safe Kids, TSC	short
		Provide educational posters, social media posts, and public service announcements to inform the dangers of impaired driving.	DTZ/Oregon Impact	Molalla DTZ, AMR, Safe Kids, Oregon Impact	short
		Work in schools to educate students on the consequences of impaired driving	ODOT/Legislators	Counties and Cities	medium
		Coordinate with enforcement agencies to gain support of legislation and penalties associated with impaired driving.	CCSO/City PD's	DTZ/Oregon Impact	medium
		Enhance Driving Under the Influence of Intoxicants (DUII) and impaired driving enforcement through: data-driven saturation patrols; drug recognition and training (DRE & K9), standardized field sobriety tests training, and wet labs; and assign a dedicated DUII enforcement unit to County roads.	ODOT	Oregon Impact	medium
		Develop repeat DUII driver offender programs focused on treating the causes of DUII.	ODOT/CCSO/City PD's	DTZ	medium
		Provide Drug Recognition Expert (DRE) training for all county law enforcement officers.	Office of Children, Youth and Families/DTZ	Public Health, Molalla DTZ, Oregon Impact	short
		Calm Driving	Grow partnerships and support existing efforts to reduce underage drinking, underage marijuana use, and drug use through funding, educational outreach, and coalition membership	BCC/Legislature	law enforcement/ DTZ
	Implement automated enforcement of speeding and red-light running. This can only be used in cities, not in unincorporated communities of Clackamas County.		DTZ	TSC	short
	Install speed feedback signs.		ODOT	Cities and counties	medium
	Work with ODOT and individual cities to implement best practices in setting design speeds and speed limits, including implementing risk-based speed limits		ODOT/DTZ	Molalla DTZ	short
	Inexperienced Drivers	Support driver education programs, especially in rural areas that may struggle with access to programs.	Public Health/DTZ/ODOT	Molalla DTZ, TSC	medium
		Begin safety education before young people reach driving age.	Office of Children, Youth and Families/DTZ	Molalla DTZ	short
		Support family-based safety education to leverage parental influence.	Office of Children, Youth and Families	Molalla DTZ	short
		Continue to support peer-based marketing efforts on safe driving.	DTZ	Molalla DTZ	short
		Continue outreach program in high schools countywide to provide driver, pedestrian, and bicyclist safety education.			
Senior Drivers		Encourage conversations between family members and the health care community about safe driving through education campaigns and supporting materials, such as pamphlets and online resources.	Public Health/DTZ	Molalla DTZ	short
	Teach people about the impact of medicines on their ability to think clearly and react quickly.	Public Health/DTZ	Molalla DTZ, TSC	short	
	Support training sessions through AARP and insurance companies to help seniors maintain driving skills.	Public Health/DTZ	Molalla DTZ	short	
	Support training sessions through AARP and insurance companies to help seniors maintain driving skills.	Transit agencies in County	Clackamas County Volunteer Connection Transportation Reaching People	medium	
Restraining Devices	Provide transportation options through multimodal infrastructure.	Oregon Impact/DTZ	Molalla DTZ, AMR, Safe Kids	short	
	Support Safe Kids Oregon, ODOT, and Oregon Impact in their education efforts on child passenger safety.				

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline	
		<p>Raise awareness of the frequency of incorrect car seat installation. Provide information on the safety outcomes of properly installed car seats, including types of seats, when they should be front or rear facing, when children should be seated in the front or back of vehicles, and other laws related to seat belt use. Provide car seat installation assistance. If possible, offer reduced priced seats for low-income families.</p> <p>Complete gap analysis of child passenger safety in Clackamas County. Implement recommendations from gap analysis report. Support education, marketing, and enforcement efforts to further increase seat belt usage in Clackamas County.</p>	<p>ODOT/DTZ/Oregon Impact</p> <p>ODOT/DTZ/Oregon Impact</p> <p>DTZ</p> <p>DTZ/Oregon Impact</p> <p>ODOT/DTZ/Oregon Impact</p>	<p>Public Health, Molalla DTZ</p> <p>Molalla DTZ</p> <p>Oregon Impact</p> <p>Safe Kids</p> <p>Molalla DTZ</p>	<p>short</p> <p>short</p> <p>short</p> <p>short</p> <p>short</p>	
Safe Vulnerable Users	Pedestrians	<p>Work with partners through safety fairs, school presentations, town halls, and community events to develop and execute safety education, including outreach for children: safe crossing practices, not playing behind vehicles or near streets, and importance of adult supervision. Provide adult pedestrian outreach, such as safe crossing practices and new pedestrian infrastructure education.</p>	<p>CCSafeRoutes/DTZ</p> <p>DTZ</p>	<p>Public Health, Molalla DTZ, Safe Kids, Oregon Impact</p> <p>Public Health</p>	<p>short</p> <p>medium</p>	
		<p>Promote roadway design that integrates pedestrian safety considerations by providing pedestrian infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between people walking and people driving (see Part 2 for more information). Continue to support the Clackamas County Safe Routes to School program.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p> <p>DTD</p>	<p>Public Health</p> <p>Public Health, Molalla DTZ</p>	<p>medium</p> <p>short</p>	
		<p>Continue support for the County Bike and Pedestrian Program. Provide education and awareness campaigns centered around driver and bicyclists behavior, common crash types, and low-light visibility issues.</p>	<p>DTZ</p>	<p>Public Health, Molalla DTZ</p>	<p>short</p>	
	Bicyclists	<p>Promote roadway design that integrates bicycle safety considerations by providing appropriate bicycle infrastructure, encouraging slower motor vehicle speeds, and minimizing conflict points between bicyclists and motorists (see Part 2 for more information). Continue to support the Clackamas County Safe Routes to School program.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p> <p>DTD</p>	<p>Public Health, Molalla DTZ</p> <p>Public Health, Molalla DTZ</p>	<p>medium</p> <p>short</p>	
		<p>Continue support for the County Bike and Pedestrian Program. Support prevention agencies such as Think First who provide training and education related to helmet use.</p>	<p>DTZ/Public Health</p> <p>Team Oregon/DTZ</p> <p>Team Oregon/DTZ</p>	<p>Molalla DTZ</p>	<p>short</p> <p>short</p> <p>medium</p>	
		<p>Consider outreach regarding proper safety equipment. Consider outreach regarding safe riding practices. Consider outreach regarding motorcycle handling skills and maintenance. Support ODOT and Team Oregon training and outreach.</p>	<p>Team Oregon/DTZ</p> <p>ODOT</p>		<p>medium</p> <p>short</p>	
	Safe Infrastructure	Safety Should be a Priority on Every Project	<p>Consider safety-based measures for design criteria to evaluate roadway performance.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>short</p>
			<p>Develop a policy and practice for incorporating safety assessments into project development, design, and construction. Convene a group to investigate incorporating increased safety analysis requirements into development review: develop and implement crash frequency standards, and assess impact fees for trips through Safety Focus roadways and intersections.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p> <p>CCDevRev/CCSafety</p>	<p>Public Health</p> <p>Public Health</p>	<p>medium</p> <p>short</p>
			<p>Integrate Road Safety Audits (RSAs) into the project development process. Encourage RSAs on existing roads and intersections.</p>	<p>CCDevRev/CCSafety</p>		<p>medium</p>
Deploy Safety Countermeasures Related to Safety Emphasis Areas		<p>See Part 2 of the plan for more information on specific countermeasures and locations</p>	<p>CCSafety</p> <p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>CCRoadMaint</p> <p>Public Health</p>	<p>Short</p> <p>Medium</p>	
Design for All Expected Users		<p>Design appropriate infrastructure for people walking and biking.</p>	<p>CCTransPlanning/CCSafe ty/CCCapital</p>	<p>Public Health</p>	<p>Medium</p>	

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline	
	Performance Clackamas sets Pavement Condition Index (PCI) goals to: Prepare roadways, streetlights, signals, etc. for vehicle to infrastructure communication	Educate and inform users of infrastructure changes. Enact roadway design standards that encourage vehicle speeds appropriate for the surrounding land use.	CCTransPlanning/CCSafety/CCCapital	Public Health	short	
		By 2022, maintain the average condition of paved county roads at 70 PCI or higher.	CCTrafMaint		short	
		By 2022, maintain the average condition of County urban local roads at 70 PCI or higher.	CCTrafMaint		short	
		Monitor future trends to discern best way to pursue this action item.	CCSafety		medium	
Safe Vehicles	Commercial Vehicles	Increase Motor Carrier Safety inspections and outreach. Develop safety standards for County fleet vehicles	CCSafety Fleet/RiskMan	local law enforcement	medium short	
	Personal Vehicles	Implement education and outreach efforts to communicate safety benefits and limitations of new vehicle technologies. Analyze crashes involving vehicle malfunctions and use results to inform outreach, and possibly enforcement, efforts.	RiskMan/DTZ CCSO/CCSafety	Molalla DTZ Molalla DTZ	short medium	
Safety Culture		Continue improving safety culture within the County, starting with departments directly associated with transportation safety, including Transportation and Development and Health, Housing, and Human Services	DTZ/Public Health	Public Health, Molalla DTZ, TSC	short	
		Build off the Molalla Drive to Zero project and extend Positive Culture Framework applications to other communities in the County. Reach out to media to encourage positive reporting instead of negative or traumatic messaging	DTZ/Public Health CCPGA/DTZ	 Public Health	short short	
		Continue to support the Clackamas County Safe Routes to School program, including education and encouragement efforts.	DTD	Public Health, Molalla DTZ	short	
Safety Management	Data Management	Integrate Roadway Infrastructure Management Systems (RIMS), crash, and traffic databases. Manage assets efficiently.	DTD/RdMaint RdMaint		medium medium	
		Improve data inventory elements including addition of curve data.	RdMaint/CCSafety		medium	
		Partner with Public Health and the Center for Public Health Advancement to: overlay substance abuse data with DUII data to identify locations to focus interventions and overlay chronic disease impacts with transportation safety to identify locations where interventions could be applied to reduce disease and traffic crashes (e.g., multimodal infrastructure improvements) which may help fill gaps in reporting of non-injury crashes.	DTZ/Public Health	Public Health	medium	
		Provide crash data recording training for law enforcement officers.	ODOT	law enforcement agencies	short	
		Pursue grants to provide additional training and/or software tools. Plan and execute data analysis training sessions. Add data analysis capabilities	CCSafety CCSafety DTD/CCSafety		short short short	
	Safety Analysis Capacity Building	Integrate the Highway Safety Manual (HSM) Predictive Method analyses into the roadway database for segments and intersections.	CCSafety		short	
		Automate network screening using a custom or off-the-shelf tool. Support Data-Driven Approaches to Crime and Traffic Safety (DDACTS).	CCSafety CCSO/CCSafety		medium medium	
		Communication Between Safety Partners	Continue DTZ Advisory Board and potentially expand membership. Develop other forums and tools for cross-organization information sharing and communication.	DTZ DTZ/RiskMan/Public Health	AMR, Safe Kids, Oregon Impact Molalla DTZ	short short

Section	Action Item Category	Action Item	Lead Agency	Supporting Agency/Agencies	Implementation Timeline
		Collaborate with Department of Public Health to work on active transportation, safe routes to school, health impact assessments, and rural access to health care. Include transportation safety in County public health education programming. Better incorporate safety into long-range planning and project development processes. Develop a formal method for sharing safety data with partners, such as a website or a recurring presentation. Collaborate with local law enforcement agencies to identify and evaluate top County crash locations Continue to promote and support the Clackamas County Traffic Safety Commission.	CCTransPlan/Public Health/RiskMan CCTransPlan/CCSafety CCSafety CCSO/CCSafety CCSafety	Public Health, Molalla DTZ Molalla DTZ Molalla DTZ Molalla DTZ Molalla DTZ	short short medium medium short
Enhanced Emergency Medical Services	Work with the Emergency Medical Services Council and other stakeholders to:	Partner with local hospitals and outreach groups to help provide bystander training courses to the public (i.e., train members of the public to respond to emergencies since they are sometimes the first on the scene at a crash and may be the only one for some time in rural areas). Maximize efficiency with urban and rural response times through evidence-based techniques. Optimize activation of Life Flight based on risk. Continue to build advanced education EMS personnel capacity in rural areas. Continue to identify reasons for delay in transport for both ground EMS (GEMS) and helicopter EMS (HEMS) using registry data and EMS records. Continue to consider process improvement initiatives to increase EMS documentation and data collection. Continue to work with stakeholders to identify equipment upgrades, training, or enhancements that would improve patient outcomes. Continue to identify barriers, if any, to rapid transfer of patients from lower-acuity hospitals in Clackamas County to nearby trauma centers.	DisasterMan/Public Health Public Health Public Health Public Health Public Health Public Health Public Health Public Health	Molalla DTZ, AMR Fire districts in County Public Health, Clackamas EMS Council; Life Flight; CCOM, LOCOM (Lake Oswego Dispatch Center) Clackamas EMS Training Group Public Health, Clackamas EMS Operations Committee Public Health, Clackamas EMS QI Committee Public Health, Molalla DTZ, Clackamas EMS System Enhancement Committee Public Health, Regional ED/EMS Learning Collaborative	medium medium short short short short short short
	Support the Oregon Area Trauma Advisory Board in their efforts to:	Explore accreditation of County dispatch centers Continue to review patient transport time data, identify barriers to rapid transport, and work with stakeholders to find solutions. Continue to enhance quality assurance for delivery of emergency medical services and review improvement opportunities. Continue collaboration with EMS providers as part of the Drive to Zero Advisory Board and expand to other groups as necessary.	CCOM Public Health Public Health	LOCOM (Lake Oswego Dispatch Center) Public Health, "Clackamas EMS Operations Committee Regional Hospital Preparedness Organization" Public Health, Clackamas EMS QI Committee	short short short
	Enhance collaboration between the County and rural fire districts with emphasis on unique rural needs.		DTZ CCOM	Public Health Public Health, Molalla DTZ Public Health EMSC Council LOCOM (Lake Oswego Dispatch Center) AMR Dispatch	short short
	Work with the County 9-1-1 team to:	Involve them at appropriate times in project planning and design review to identify opportunities to improve EMS access and location identification.	CCOM	WCCCA	medium

<i>Section</i>	<i>Action Item Category</i>	<i>Action Item</i>	<i>Lead Agency</i>	<i>Supporting Agency/Agencies</i>	<i>Implementation Timeline</i>
		Involve them in enforcement and EMS grant opportunities.	CCOM	Public Health EMS Council LOCOM (Lake Oswego Dispatch Center) AMR Dispatc WACCA Public Health EMS Council	short
		Develop/purchase a system that allows County 911 dispatchers to quickly input reported road issues and have the information be sent to the appropriate agency (i.e., County, City, or ODOT Region).	CCOM	LOCOM (Lake Oswego Dispatch Center) AMR Dispatc WACCA	long
		Consider a media campaign to inform/educate the public on how to help emergency vehicles move faster by slowing down and moving over.	CCPGA/ODOT	Public Health, Molalla DTZ	short



Part 1

Appendix C

Acronyms

Appendix C - Acronyms

Acronym	Definition
AAA	American Automobile Association
APS	Accessible Pedestrian Signal
ARTS	All Roads Transportation Safety
CERT	Community Emergency Response Team
CIP	Capital Improvement Program
DDACTS	Data-Driven Approaches to Crime and Traffic Safety
DRE	Drug Recognition Expert
DTD	Department of Transportation and Development
DTZ	Drive to Zero
DUII	Driving Under the Influence of Intoxicants
EMS	Emergency Management Services
FARS	Fatality Analysis Reporting System
FFF	Ford Family Foundation
FYA	Flashing Yellow Arrow
GEMS	Ground Emergency Medical Services
GIS	Geographic Information Systems
GPS	Global Positioning System
HEMS	Helicopter-Based Emergency Medical Services
HSIP	Highway Safety Improvement Program
HSM	Highway Safety Manual
K9	K9 Unit of Clackamas County Sheriff's Office
M-DTZ	Molalla Drive to Zero
MSU	Montana State University
MP	Milepost
MPH	Miles Per Hour
ODOT	Oregon Department of Transportation
PCI	Pavement Condition Index
PCF	Positive Culture Framework
RDI	Rural Development Initiative
RIMS	Roadway Infrastructure Management Systems
RSA	Road Safety Audit
SPIS	Safety Priority Index System
STP	Surface Transportation Program
STIP	Statewide Transportation Improvement Program
SDCs	System Development Charges
TSP	Transportation System Plan
TSAP	Transportation Safety Action Plan



Part 2

Appendix A

Top 50 SPIS Sites Analysis

Appendix A – Top 50 SPIS Sites Analysis

Appendix A describes the identification and analysis of the top 50 high-crash sites, based on SPIS scores, and the countermeasures considered and recommended for them.

Hotspot Screening

Clackamas County uses the Oregon Department of Transportation’s Safety Priority Index System (SPIS) to rank high crash locations on County-owned roadways. The SPIS score for a given intersection or road segment is a function of crash frequency, crash rate, and crash severity. This list consists of 366 intersections and 274 500-foot segments. High-crash segments that overlap high-crash intersections were removed from the list to ensure that each high-crash location is only analyzed once. The top 50 high-crash locations, based on SPIS score calculated by Clackamas County, are analyzed further for potential improvements in this plan.

Priority Locations

Figure A-1 shows the top 50 high-crash sites, based on SPIS score using crash data from 2013 to 2015. It includes 42 intersections and 8 road segments. Several of these locations overlap with areas identified as candidates for road safety audits (RSAs) in the County’s Transportation System Plan (TSP), as shown in the figure. Table 1 describes the crash patterns identified at each site.

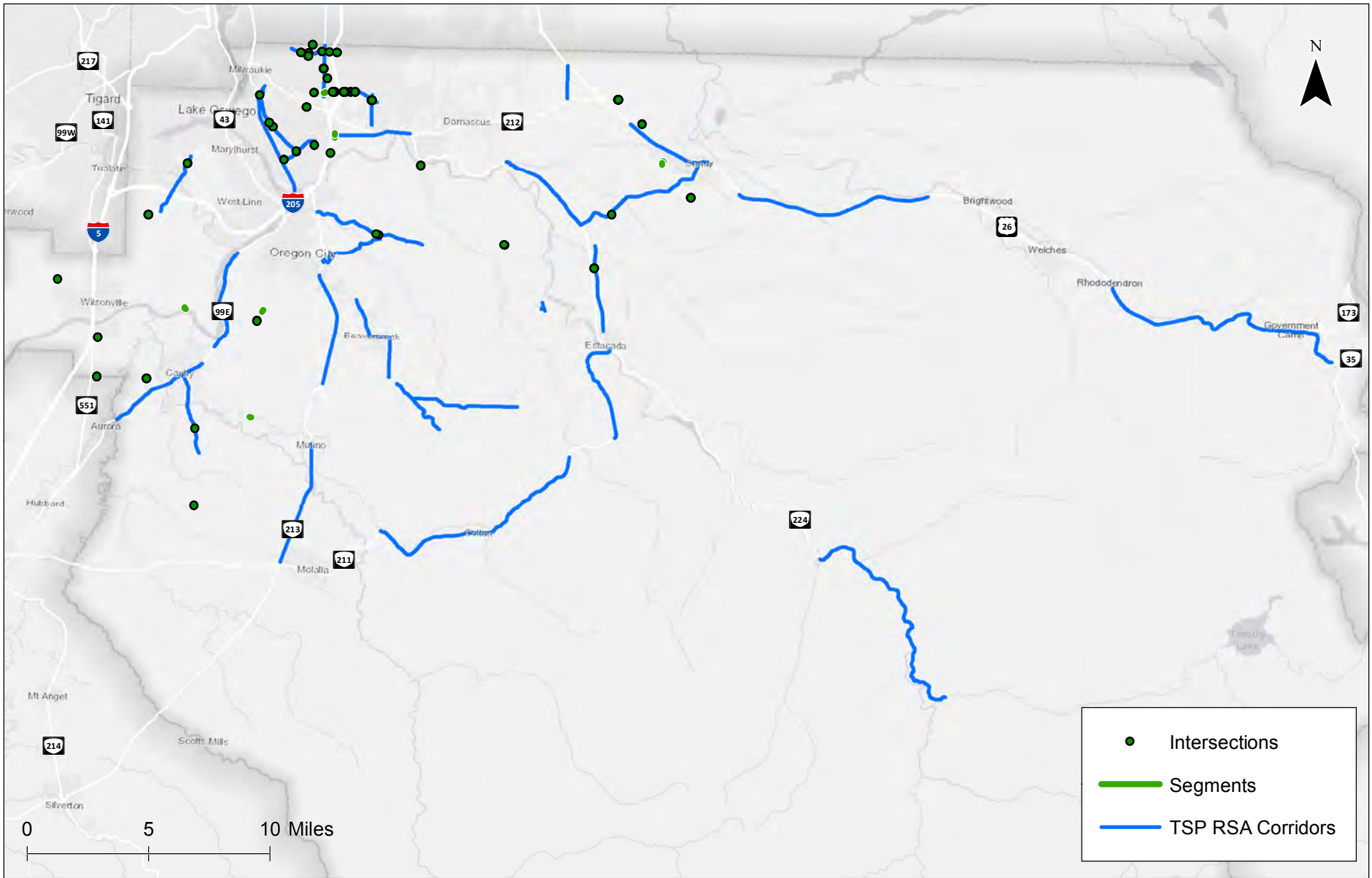
Table 1. Site Crash Patterns

Location Number	Location Name	Prevalent Crash Patterns
1	Fuller Road / Johnson Creek Boulevard	Rear-end crashes
2	Kelso Road / Orient Drive	Angle and turning crashes
3	Sunnyside Road / SE 101st Avenue	Rear-end crashes
4	Sunnyside Road / Stevens Road	Rear-end, angle, and turning crashes
5	Webster Road / Lake Road	Angle, turning, and rear-end crashes
6	Johnson Creek Boulevard / 80th Avenue	Angle crashes
7	Sunnyside Road / Clackamas Town Center	Angle and turning crashes
8	Sunnyside Road / 122nd Avenue	Rear-end crashes
9	King Road / 82nd Avenue	Angle, turning, and rear-end crashes
10	King Road / Fuller Road	Angle and turning crashes
11	Sunnyside Road / 93rd Avenue	Turning crashes
12	Johnson Creek Boulevard / Bell Road	Angle, turning, and rear-end crashes
13	Sunnybrook Boulevard / Sunnyside Road	Turning and rear-end crashes
14	Fuller Road / Harmony Road	Turning and rear-end crashes
15	82nd Drive (s/o OR 212)	Turning crashes at driveways
16	72nd Avenue / Luther Road	Turning crashes
17	82nd Drive (n/o OR 212)	Angle and turning crashes
18	Ferguson Road / Redland Road	Turning and rear-end crashes
19	Howlett Road / VanCuren Road	Fixed object crash (one total)
20	Airport Road / Arndt Road	Angle, turning, and rear-end crashes

21	Oatfield Road / Jennings Avenue	Angle, turning, and rear-end crashes
22	Jennings Avenue / Addie Street	Angle and turning crashes
23	Sunnyside Road	Fixed object and turning crashes and one pedestrian crash
24	Bornstedt Road / Trubel Road	Angle and turning crashes
25	Miley Road / Airport Road	Turning and fixed object crashes
26	Bell Avenue / Overland Street	Fixed object, angle, and turning crashes and one pedestrian crash
27	Springwater Road / Harding Road	Angle and turning crashes
28	Central Point Road / New Era Road	Angle and turning crashes
29	Oatfield Road / Concord Road	Angle and turning crashes
30	Eagle Creek Road / Currin Road	Fixed object crashes
31	82nd Drive / Strawberry Lane	Angle and turning crashes
32	Compton Road / Orient Road	Angle, turning, and rear-end crashes
33	362nd Drive (s/o Skogan Road)	Fixed object crashes and one pedestrian crash
34	Webster Road / Strawberry Lane	Rear-end, angle, sideswipe, and fixed object crashes
35	Causey Avenue / 85th Avenue	One fixed object, rear-end, angle, and pedestrian crash
36	Grahams Ferry Road / Tooze Road	Angle crashes
37	Central Point Road	Fixed object crashes
38	Mulino Road	Fixed object crashes
39	Risley Avenue / Oatfield Road	Angle, turning, and rear-end crashes
40	Park Avenue / Oatfield Road	Angle and turning crashes
41	Arndt Road / Barlow Road	Rear-end crashes
42	Childs Road / Stafford Road	Angle and turning crashes
43	92nd Avenue / Johnson Creek Boulevard	Rear-end and angle crashes
44	Hattan Road / Springwater Road	Angle and turning crashes
45	Johnson Creek Boulevard / Linwood Avenue	Angle and turning crashes
46	Canby Marquan Highway / Lone Elder Road	Rear-end crashes
47	Mountain Road	Fixed object crashes
48	362nd Drive (n/o Colorado Road)	Fixed object crashes
49	Sunnyside Road / 105th Avenue	Rear-end crashes
50	Stafford Road / Schatz Road	Angle, turning, and fixed object crashes

The project team identified the following crash trends through its review of the top 50 sites by SPIS score. It used these findings to identify the most appropriate ODOT All Roads Transportation Safety (ARTS) program countermeasures to apply to the 50 high-crash locations.

- Many unsignalized intersections experience a high proportion of angle and turning crashes.
- Many signalized intersections experience a high proportion of rear-end crashes.
- Many signalized intersections with permissive left-turn phasing experience a high number of left-turn crashes.
- Many rural segments experience a high number of fixed object crashes caused by roadway departures.
- Urban segments tend to experience crashes related to intersections and/or driveways.



**Top 50 SPIS Intersections and Segments
Clackamas County, Oregon**

**Figure
A - 1**

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Countermeasures Toolbox

Countermeasures from the ODOT ARTS program were considered as potential treatments for the sites analyzed for this plan. These treatments may be applicable only to sites that exhibit contributing factors potentially mitigated by the specific countermeasures. For all sites, further engineering study, including reviewing the detailed crash report narratives can help confirm the appropriateness and feasibility of specific countermeasures for a given location.

A brief description of each countermeasure and the types of locations it's proposed to be deployed at is shown below in Table 2. A full description of each countermeasure can be found in ODOT's HSIP Countermeasures and Crash Reduction Factors document.

Table 2. Countermeasure Descriptions

Treatment	ODOT ARTS Countermeasure Number(s)	Applicable Locations	Crash Patterns Addressed	Crash Reduction Factor
Roundabout	H16-17	All Intersections	Severe Crashes	78-82%
Traffic Signal	H20-21	Unsignalized Intersections	Angle Crashes ¹	67-77%
Protected Left-Turn Phasing	I4-5	Signalized Intersections	Turning Crashes	99%
Left-Turn Lanes	H7-14	All Intersections	All	7-48%
Right-Turn Lanes	H2-3	All Intersections	All	14-26%
Improve Signal Visibility	I2	Signalized Intersections	All	13-36%
Advance Intersection Warning	I8-9, I12	All Intersections	All ²	13-36%
Shoulder Widening	RD20	Rural Roadway Segments	All	18%
Rumble Strips	RD16	Rural Roadway Segments	Severe Crashes	22%
Guardrail	H28	Rural Roadway Segments	Severe Run off the Road Crashes	47%
Curve Warning Signs	RD9	Rural Roadway Segments	Severe Crashes on Curves	13%

¹This countermeasure has a detrimental effect on the frequency of rear-end crashes

²The crash reduction factor for some forms of advance intersection warning, such as flashing beacons that are coordinated with the intersection's signal, are applicable to rear-end crashes only. The factor for other forms, such as stop ahead pavement markings and signs, are applicable to all crashes.

Applying Countermeasures to Priority Locations

Countermeasures are identified for the top 50 high-crash sites based on their potential ability to address the crash patterns summarized in Table 1 and their applicability to the site's land-use, traffic, and roadway characteristics. Table 3 summarizes the recommended countermeasures for each site.

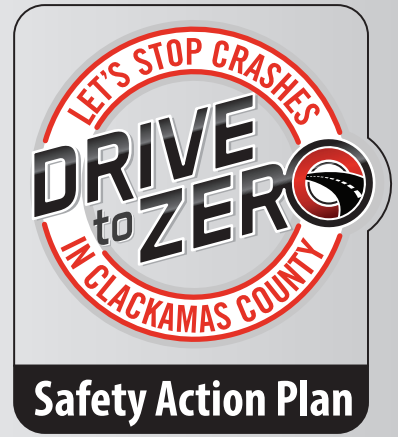
Table 3. Recommended Countermeasures

Location Number	Location Name	Project Description	Overlapping TSP Project IDs
1	Fuller Road / Johnson Creek Boulevard	Install pedestrian countdown timers, coordinated/adaptive signal timing, and dilemma zone protection system (ARTS), install reflectorized backplates	1020, 1031
2	Kelso Road / Orient Drive	Install advance intersection warning signs, advance "Stop Ahead" signs and intersection striping, and increase size of stop sign (ARTS)	3047,3050
3	Sunnyside Road / SE 101st Avenue	Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates, add left-turn signal head	1045, 3027

4	Sunnyside Road / Stevens Road	Intersection improvements, such as additional turn lanes, turn lane extensions, and/or signal timing modifications, add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates	1045, 1132
5	Webster Road / Lake Road	Install reflectorized backplates, protected left-turn phasing, left-turn lanes	1076, 2025, 3019
6	Johnson Creek Boulevard / 80th Avenue	Study further to determine appropriate and feasible countermeasures	1027, 1028, 3016
7	Sunnyside Road / Clackamas Town Center	Add adaptive timing to traffic signals (5-Year CIP), re-evaluate intersection after implementation of project	2015
8	Sunnyside Road / 122nd Avenue	Add supplemental signal head for eastbound left turn on existing NE signal pole riser; add supplemental signal head for westbound left turn on existing SW signal pole riser; advance warning dilemma zone radar detection units will be installed for east and west approaches on NW and SE existing signal poles; add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes (ARTS), Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates	1045
9	King Road / 82nd Avenue	Install reflectorized backplates, install supplemental signal heads on signal poles, increase size of stop sign, properly place stop bar, and remove foliage for sight distance (ARTS), protected left-turn phasing	3010, 3017, 4004, 4089, 4047, 4046
10	King Road / Fuller Road	Restrict access to right-in/right-out only (5-Year CIP)	3010, 3017
11	Sunnyside Road / 93rd Avenue	Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates	1045, 2015
12	Johnson Creek Boulevard / Bell Road	Install reflectorized backplates, protected left-turn phasing, advance intersection warning	1027, 1029, 2000, 3016
13	Sunnybrook Boulevard / Sunnyside Road	Add adaptive timing to traffic signals (5-Year CIP), install reflectorized backplates, advance intersection warning	1045
14	Fuller Road / Harmony Road	Install reflectorized backplates, advance intersection warning (5-Year CIP)	1022
15	82nd Drive from OR 212 to Greenhouse Square Access	Construct ITS improvements (5-Year CIP), Study further to determine appropriate and feasible countermeasures, including potential access management measures	1008, 3004, 4044
16	72nd Avenue / Luther Road	Study further to determine appropriate and feasible countermeasures	2000, 2001
17	82nd Drive from OR 212 to SE Adams Street	Construct ITS improvements (5-Year CIP), study further to determine appropriate and feasible countermeasures, including potential access management measures	1008, 3004, 4044
18	Ferguson Road / Redland Road	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, increase size of stop sign, and install Double Arrow warning sign (ARTS), Perform road safety audit or transportation safety review to identify appropriate safety improvements (5-Year CIP)	3142
19	Howlett Road / VanCuren Road	Advance intersection warning	3045
20	Airport Road / Arndt Road	Install reflectorized backplates, protected left-turn phasing, advance intersection warning	
21	Oatfield Road / Jennings Avenue	Install supplemental signal heads and pedestrian countdown timers (ARTS), widen Jennings Avenue to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill (5-Year CIP), protected left-turn phasing	2021, 3065
22	Jennings Avenue / Addie Street	Perform road safety audit or transportation safety review to identify appropriate safety improvements (5-Year CIP)	-
23	Sunnyside Road from OR 213 to Discount Tires Access	Add bikeways, pedestrian facilities ways, dual northbound and southbound left-turn lanes, and lighting at OR 213 / Harmony Road (5-Year CIP), study further to determine appropriate and feasible countermeasures, including potential access management measures	2015, 3027, 4004, 4030, 4046, 4047

24	Bornstedt Road / Trubel Road	Study further to determine effectiveness of recently implemented all-way stop control	-
25	Miley Road / Airport Road	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, increase size of stop sign, and install Double Arrow warning sign (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1093, 3100, 3136
26	Bell Avenue / Overland Street	Re-evaluate intersection after implementation of curb widening and sidewalk implementation project	2000
27	Springwater Road / Harding Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, and increase size of stop sign (ARTS)	3149
28	Central Point Road / New Era Road	Change in traffic control/intersection enhancements (5-Year CIP)	3112, 3138
29	Oatfield Road / Concord Road	Install supplemental signal heads and pedestrian countdown timers (ARTS), install protected left-turn phasing	1061, 1062, 1070
30	Eagle Creek Road / Currin Road	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, and increase size of stop sign (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1055, 2018, 3042
31	Left intentionally blank		
32	Compton Road / Orient Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, and increase size of stop sign (ARTS), remove vertical curve near Orient Drive and relocate intersection; add paved shoulders. (5-Year CIP)	1052, 3050
33	362nd Drive from Skogan Road to 500 feet south of Skogan Road	Guardrail, rumble strips, and shoulder widening	2017, 3033
34	Webster Road / Strawberry Lane	Advance intersection warning	2025, 3074, 3078
35	Causey Avenue / 85th Avenue	Study further to determine appropriate and feasible countermeasures	1009, 1014, 3026
36	Grahams Ferry Road / Tooze Road	Study further to determine effectiveness of recently implemented signal	3084
37	Central Point Road from 200 feet south of S Criteser Road to 700 feet south of S Criteser Road	Install enhanced curve warning signs (ARTS), re-evaluate segment after implementation of ARTS project, consider installing rumble strips and widening shoulder	3112
38	Mulino Road from Central Point Road to 500 feet west of Central Point Road	Shoulder widening	2039, 3153
39	Risley Avenue / Oatfield Road	Left-turn lanes, signal	1070, 3065, 3069
40	Park Avenue / Oatfield Road	Study further to determine effectiveness of recently implemented signal	1070, 1071, 3065
41	Arndt Road / Barlow Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, increase size of stop sign, and double arrow warning signs (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	2029, 2030, 3180
42	Childs Road / Stafford Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, increase size of stop sign, and double arrow warning signs (ARTS), perform road safety audit or transportation safety review to identify appropriate safety improvement (5-Year CIP), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1088, 1089, 3083

43	92nd Avenue / Johnson Creek Boulevard	Install pedestrian countdown timers, coordinated/adaptive signal timing, and dilemma zone protection system (ARTS), install reflectorized backplates	1010, 1031
44	Hattan Road / Springwater Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and advance striping, and increase size of stop sign (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing roundabout	1044
45	Johnson Creek Boulevard / Linwood Avenue	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan (5-Year CIP), protected left-turn phasing, advance intersection warning	1027, 1029
46	Canby-Marquam Highway / Lone Elder Road	Canby-Marquam RSA recommendation intersection improvements (5-Year CIP)	1099, 1177, 3128, 3177
47	Mountain Road from 750 feet north of Willamette River to 1,250 feet north of Willamette River	Install advance curve warning signs (ARTS), re-evaluate intersection after implementation of ARTS project and consider installing guardrail and widening shoulder	3090
48	362nd Drive from 500 feet south of Skogan Road to 1000 feet south of Skogan Road	Guardrail, rumble strips, shoulder widening	2017, 3033
49	Sunnyside Road / 105th Avenue	Add adaptive timing to traffic signals (5-Year CIP), add reflectorized backplates	1045
50	Stafford Road / Schatz Road	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and intersection striping, increase size of stop sign, install double arrow warning sign (ARTS), perform road safety audit or transportation safety review to identify appropriate safety improvements (5-Year CIP), realign intersection	2028, 3094



Part 2

Appendix B

Project Lists and Maps





Programmed Projects

Projects Programmed for Construction

Projects in the Five-Year CIP and ODOT's ARTS program are funded for construction by the year 2021. These projects are summarized in **Table B-1** and shown in **Figure B-1**

Table B1. Projects Programmed for Construction by 2021

Project Number ¹	Location	Project Description	Programmed Construction Year
ARTS Projects			
20335	OR-213 (82nd): MP 7.25 to MP 9.4	Install reflectorized backplates, install supplemental signal heads on signal poles, increase size of stop sign, properly place stop bar, and remove foliage for sight distance on OR-213 at Luther, Cornwell, Lindy, Johnson Creek, Overland, Lamphier, King, Boyer, Causey, Monterey, Sunnyside, Sunnyside/Harmony, and Sunnybrook.	2020
20335	OR-99E: MP 2.33 to MP 5.93	Install reflectorized backplates and supplemental signal heads at Milport, Holgate, 17th, Harold, Ochoco, 17th/Harrison, and Washington; Increase triangle sight distance at the intersection of OR-99E at Milport.	2020
20336	Sunnyside Rd: Valley View Ter to 132nd Ave	Install urban green bike lanes at conflict points, supplemental signal heads, and actuated advance warning dilemma zone protection system at Valley View Terrace, 117th, 119th, and 132nd.	2020
20339	OR-213: MP 11.96 to MP 16.1	Install illumination, reflectorized backplates, and advance warning flashing beacons at Macksburg. Increase size of stop sign, properly place stop bar, and install advance "Stop Ahead" striping legend at Cadillac, Macksburg, Vick, and OR-211.	2020
20339	OR-213: MP 5.73 to MP 7.96	Install illumination at S Spangler Rd; Install reflectorized backplates and supplemental signal heads at S Leland Rd; Install intersection warning signs and stop sign at S Carus Rd; Install "Stop Ahead" intersection striping at Carus and Spangler.	2020
20339	OR-99E: MP 10.75 to MP 12.19	Install reflectorized backplates and supplemental signal heads at Gloucester, W Arlington/River, Dunes Drive, I-205 northbound, 14th St, and 10th St; Install increased size of stop sign at 15th St.	2020
20339	OR-99E: MP 13.70 to MP 22.89	Install reflectorized backplates and supplemental signal heads at Territorial Rd, N Redwood St/S Sequoia Pkwy, NE 4th Av/ Pine St, Ivy St, Grant St, SW Berg Pkwy, and SW Barlow Rd; Install increased size of stop sign, properly placed stop bar, and advance "Stop Ahead" intersection striping at Paquet St and South End Rd.	2020
20339	OR-99E: MP 7.41 to MP 9.8	Install illumination at SE Maple St; Install reflectorized backplates and supplemental signal heads at SE Courtney Av, SE Oak Grove Blvd, SE Concord Rd, and SE Jennings Ave; Install advance intersection warning signs and properly placed stop bars at SE Maple St and SE Risley Ave.	2020

Drive to Zero Safety Action Plan

Project Number ¹	Location	Project Description	Programmed Construction Year
20339	OR-224: MP 0.68 to MP 5.36	Replace urban permissive or protected/permissive left turns to protected only at Oak St; Increase triangle sight distance and removal of trees at 98th Ave; Install reflectorized back plates and supplemental signal heads at Monroe St, Oak St, Harrison St, Edison/International Way, Freeman Way, Webster Rd/Lake Rd, Johnson Rd, 82nd Ave southbound off Ramp, I-205 northbound off ramp, and 82nd Dr.	2020
20336	Sunnybrook Blvd: Oak Bluff Blvd to 97th Ave	Install supplemental signal heads, coordinated or adaptive signal timing, and actuated advance warning dilemma zone at Oak Bluff, 93rd Ave, I-205 southbound, I-205 northbound, and 97th.	2020
20336	Oatfield Rd: Oak Grove Blvd to Jennings Ave	Install supplemental signal heads and pedestrian countdown timers at Oatfield and Oak Grove, Concord, Thiessen, Roethe, and Jennings. Replace doghouses at Roethe with flashing yellow arrow.	2020
20336	Johnson Creek Blvd: Fuller Rd to 92nd Ave	Install pedestrian countdown timers, coordinated/adaptive signal timing, and dilemma zone protection system at Johnson Creek Blvd and Fuller Rd, I-205 southbound ramp, I-205 northbound ramp, and 92nd Ave.	2020
20336	SE Sunnyside Rd at SE 122nd Ave	Add green conflict markings in bike lane, east of the intersection at entrance to strip mall, in area of dropped through lane; Add merge arrows to drop lane; Relocate lane drop sign; Add supplemental signal head for eastbound left turn on existing NE signal pole riser; Add supplemental signal head for westbound left turn on existing SW signal pole riser; Advance warning dilemma zone radar detection units will be installed for east and west approaches on NW and SE existing signal poles; Add one eastbound through signal head on existing SE signal pole mast arm and rearrange existing heads over travel lanes.	2020
20337	OR 213 @ Toliver and OR 211 @ Ona Way.	Install illumination, advance intersection warning signs with street names, transverse rumble strips on approaches, and increase triangle sight distances at the intersections of OR-213 at Toliver, and OR-211 at Ona Way.	2020
20398	Rural Corridor A: 11 intersections	Install advance intersection warning signs with street name and advance "Stop Ahead" intersection warning signs and intersection striping, increase size of stop sign, install double arrow warning sign at "T" intersections at intersections: Grahams Ferry at Tooze, Hoffman at Petes Mtn, Stafford at Homesteader, Stafford at 65th, Stafford at Schatz, Stafford at Newland, Stafford at Mountain, Stafford at Johnson, Stafford at Childs, and Airport at Miley.	2019
20398	Rural Corridor D: 22 intersections	Install advance intersection warning signs with street name, advance "Stop Ahead" signs and intersection striping, increase size of stop signs, and install Double Arrow warning sign at "T" intersections at intersections: Bakers Ferry at Harding, Fischers Mill at Hattan, Fischers Mill at Deininger, Fischers Hill at Mattoon, Gronlund at Hattan, Maple Lane at Ferguson, Redland at Springwater, Redland at Ridge, Redland at Hinkle, Redland at Henrici, Redland at Fischers Mill, Redland at Fieldstone, Redland at Bradley, Redland at Ferguson, Redland at Holly, Springwater at Clackamas River, Springwater at Hattan, Springwater at Bakers, Springwater at Strowbridge, Springwater at Hayden and Springwater at Metzler Park.	2019



Project Number ¹	Location	Project Description	Programmed Construction Year
20398	Rural Corridor E: 14 intersections	Install advance intersection warning signs, advance “Stop Ahead” signs and intersection striping, increase stop sign size, and install double arrow warning signs at “T” intersections at the intersections of Amisigger at Judd, Eagle Creek at Currin, Eagle Creek at Duus, Eagle Creek at River Mill, Firwood at Bornstedt, Kelso at Amisigger, Kelso at Richey, Kelso at Tickle Creek, Kelso at 312th, Kelso at Orient, Orient at Bobby Bruce, Orient at Compton, Orient at Revenue, and Wildcat Mountain at Eagle Fern.	2019
20398	Rural Corridor C: 16 intersections	Install advance intersection warning signs with street names, advance “Stop Ahead” intersection warning signs, increase size of stop sign, advance “Stop Ahead” striping legend, and double arrow warning sign at “T” intersections at Beaver Creek at Windy City/Unger, Beaver Creek at Upper Highland, Beaver Creek at Larkin, Beaver Creek at Lower Highland, Beaver Creek at Carus, Beaver Creek at Ferguson, Beaver Creek at Kamrath/Leland, Central Point at Mulino, Central Point at Township, Central Point at Carus, Central Point at New Era, Henrici at Ferguson, Kamrath at Carus, Leland at Leslie, Leland at New Era, and Union Mills at Windy City/Marshall. Install Flashing Beacons at minor road stop and transverse rumble strips on approaches at Intersection of Central Point at New Era Rd.	2019
20398	Rural Corridor B: 18 intersections	Install advance intersection warning signs, advance “Stop Ahead” intersection warning signs, increase size of stop sign, advance “Stop Ahead” intersection striping legend, and double arrow warning signs at “T” intersections at the intersections of Barlow at Arndt, Knights Bridge, Lone Elder, Barnards/Whiskey Hill, Meridian, Elisha, and Dryland; Canby-Marquam Hwy at Barnards, Heinz, Gribble, Macksburg, and Lone Elder; Dryland at Heinz, Macksburg, and Harms; and Meridian at Whiskey Hill, Sconce, and Elliott Prairie.	2019
20398	Clackamas County Curve Warning Signs: 8 roads	Install enhanced curve warning signs on Bakers Ferry Rd: MP 0 - MP 3.98, Clackamas River Dr: MP 0 - MP 5.51, Eaden Rd: MP 0 - MP 4.17, Fischers Mill Rd: MP 0 - MP 3.95, Gronlund Rd: MP 0 - MP 1.12, Hattan Rd: MP 0 - MP 3.32, Maplelane Rd: MP 0 - MP 2.67, and Redland Rd: MP 0 - MP 12.17.	2019
20398	Clackamas County Curve Warning Signs: 7 roads	Install enhanced curve warning signs on Amisigger Rd: MP 0 - MP 2.41, Barlow Trail Rd: MP 0 - MP 6.73, Eagle Creek Rd: MP 0 - MP 3.99, Firwood Rd: MP 0 - MP 3.31, Lolo Pass Rd: MP 0 - MP 4.23, Orient Dr: MP 0.60 - MP 4.46, and Ten Eyck Rd: MP 0.00 - MP 3.48.	2019
20398	Clackamas County Curve Warning Signs: 5 roads	Install enhanced curve warning signs on Advance Rd: MP 0 - MP 2.63, Hoffman Rd: MP 0 - MP 0.78, Mountain Rd: MP 0 - MP 4.43, Schaeffer Rd: MP 0 - MP 2.13, and Stafford Rd: MP 0 - MP 6.54.	2019
20398	Clackamas County Curve Warning Signs: 3 roads	Install enhanced curve warning signs on Central Point Rd: MP 0 - MP 6.22, Henrici Rd: MP 0 - MP 5.77, and Kamrath Rd: MP 0 - MP 1.63.	2019
20398	Clackamas County Curve Warning Signs: 3 roads (4 segments)	Install enhanced curve warning signs on Barlow Rd: MP 0 - MP 11.21, Dryland Rd: MP 0.53 - MP 7.56, and Meridian Rd: MP 0 - MP 9.58.	2019

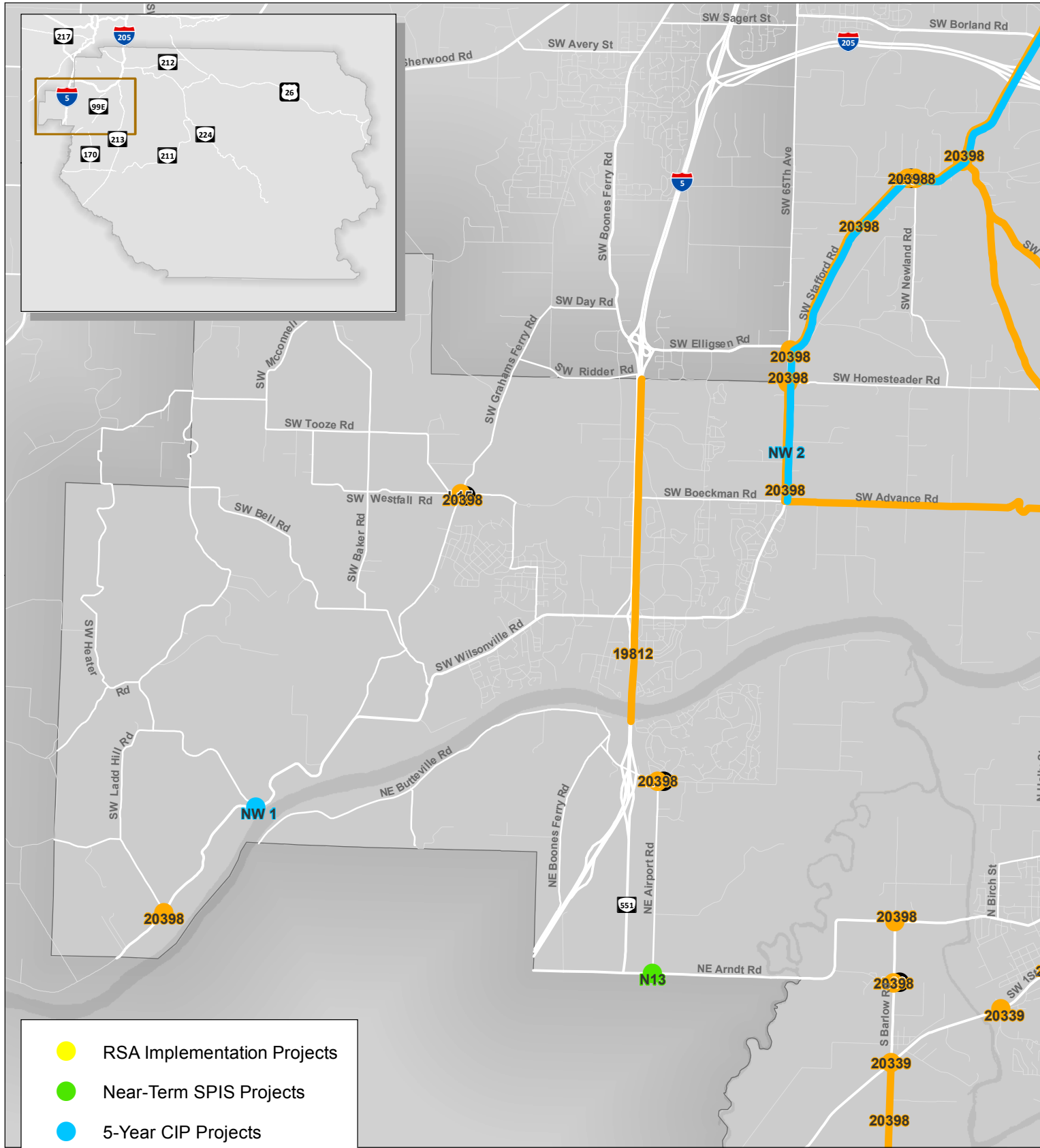
Drive to Zero Safety Action Plan

Project Number ¹	Location	Project Description	Programmed Construction Year
20398	Springwater Rd at Harding Rd	Install "Stop Ahead" signs and pavement markings on Springwater Rd on the eastbound approach to Harding Rd intersection; "Stop Ahead" sign should have "Harding Rd" rider; Install stop signs and stop bars on Springwater Rd at intersection with Harding Rd; Install "Stop Ahead" signs and pavement markings on Springwater Rd on the westbound approach to Eaden Rd intersection; Install solar powered red flashing beacons on new stop signs and yellow beacons on new "Stop Ahead" signs on Springwater Rd.	2019
19812	OR-211: MP 17.79 to MP 19.78	Install properly placed stop bars, larger stop signs, advance "Stop Ahead" intersection warning signs at S Grimm Rd and S Dhoghe Rd.	2019
19812	OR-211: MP 1.55 to MP 5.39	Install advance intersection warning signs with street name, advance "Stop Ahead" intersection warning signs, and increase size of stop sign for the intersection of OR-211 at Judd. Increase size of stop sign for the intersection of OR-211 at Bornstedt.	2019
19812	Region 1 Curve Warning Signs (Multiple Locations)	Install enhanced curve warning signs on OR-8, US-26, OR-219, US-30, OR-10, OR-99W, I-5, OR-43, OR-141, and OR-210. Project includes 106 curves, 148 ramps, and 25 frontages.	2019
20339	OR 211 at Dubarko	Install illumination at the intersection of OR-211 and Dubarko.	2020
20414	SE Jennings Avenue at SE Addie road	Install a 75 foot long median traffic separator with candlesticks on Jennings Avenue starting 25 feet east of Addie road. Avoid blocking driveway on the north side of east leg. Install a 75 foot long median traffic separator with candlesticks on Jennings 25 feet west of Addie Road; and restripe Jennings Avenue for the length of the median barriers.	2020
20478	DESIGN ONLY - OR213 AT MP 15.71 (TOLIVER RD)	Design only for a roundabout at intersection of OR-213 and Toliver road.	N/A
Five-Year CIP Projects			
CRC 10	Sunnyside Road from 8600 block to 122nd Avenue	Deploy Adaptive Signal Control Technology (smarter signals) along Sunnyside Road from 8600 block to 122nd Avenue.	FY 2018
CRC 7	In the area between Sunnyside Rd, Sunnybrook Blvd, Fuller Rd and Stevens Rd	33 discrete or interconnected projects that improve safety and operations of motor vehicle, transit, freight, and pedestrian and bicycle facilities.	FY 2019
CRC 4	Boyer Extension from 82nd to Fuller	Construct 2-lane roadway with turn lanes at OR 213 and Fuller Road, bikeways and pedestrian facilities; install flashing yellow arrow for left turns on northbound and southbound approaches at OR 213 intersection; right-in right-out at Fuller/King; Fuller Rd from King to Monroe: sidewalk and drainage improvements.	FY 2018
CRC 8	Clackamas Industrial Area to Wilsonville	Construct ITS improvements in the following freight corridors/employment areas: 1) OR 224 (Milwaukie Expressway); 2) OR 212 / 224 Clackamas Highway; 3) 82nd Drive between the Gladstone Interchange and OR 213 (82nd Avenue); 4) The City of Wilsonville; and 5) Other areas identified in the planning process.	FY 2020
SW 8	Redland Road from Abernethy to Henrici	Perform road safety audit to identify appropriate safety improvements.	FY 2018



Project Number ¹	Location	Project Description	Programmed Construction Year
M 3	Jennings Avenue from McLoughlin Blvd to Oatfield	Construct curb-tight sidewalk on the north side of Jennings Ave and bike lanes on both sides. Widening the roadway to accommodate bike lanes and sidewalk will require general excavation, rock excavation and new water quality and detention facilities, including new storm water collection infrastructure, removal and construction of a retaining wall and replacement of a guardrail.	FY 2020
SW 6	Central Point / New Era	Changes in traffic control/intersection enhancements.	FY 2018
East 2	Orient / Compton	Convert to all-way stop control.	FY 2018
NW 2	Stafford Road from Boeckman to Rosemont	Implement RSA recommendations along corridor.	FY 2018
CRC 2	Linwood Avenue from Johnson Creek Boulevard to Monroe Street	Improve to minor arterial standards; add sidewalks, bicycle lanes and stormwater control.	FY 2021
SW 3	Canby Marquam Highway from 13th to Highway 211	Intersection improvements at Lone Elder, Macksburg and Gribble, and other corridor work.	FY 2018
NW 3	Canby Ferry	Extend fiber optic cable from the existing County fiber from Advance Road to Ferry signals, add up to two pan-tilt-zoom CCTV cameras to view the ferry and have images posted on the County's Travel Information website; upgrade ferry notification signs to display green "OPEN" and red "CLOSED" and enhance the bank on the north side roadway approach by removal of hazard trees and bank stabilization.	FY 2019
SW 5	Union Mills Road at Hwy 213	Intersection with Hwy 213—add turn lane for logging trucks.	FY 2019
CRC 11	HWY 224 @ Springwater—Temporary Signal	Install a temporary traffic signal at the intersection of Highway 224 and Springwater Road.	FY 2018
CRC 12	SE 242nd Ave and SE 222nd Dr RSA Implementation	Implement RSA recommendations.	FY 2018
CRC 13	242nd / Borges Realignment	Realign/regrade intersection of SE 242nd & SE Borges Road.	FY 2019
NW 1	Edminston Rd / Wilsonville Rd	Convert to all-way stop control.	FY 2018
SW 7	Beavercreek from OC Limits to Ferguson	Finish RSA implementation work, primarily shoulder work.	FY 2018
SW 9	Victory Blvd and Forsythe Rd	Intersection realignment.	FY 2018

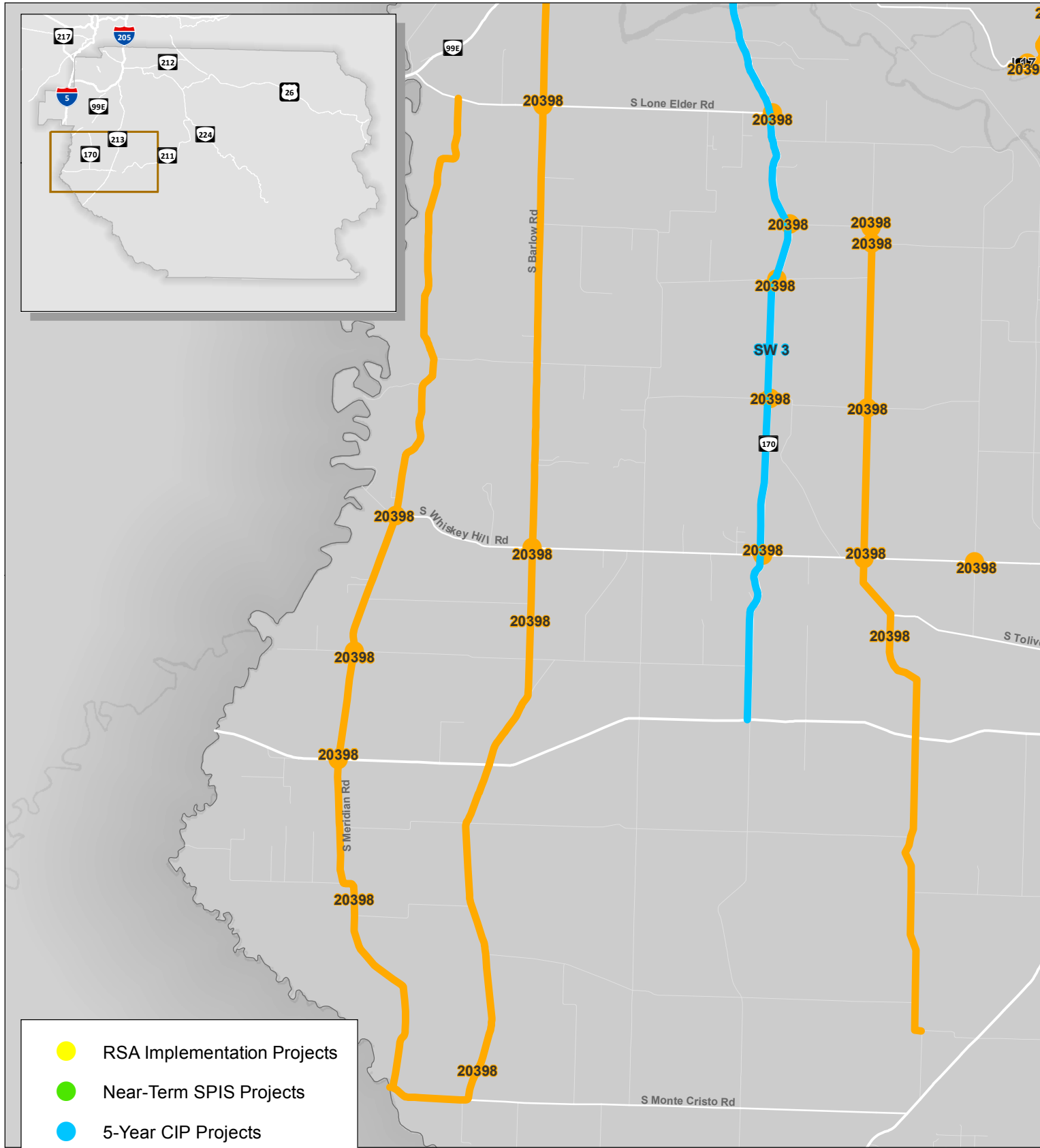
¹For ease of reference project numbers from the original source are retained in this plan.



- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

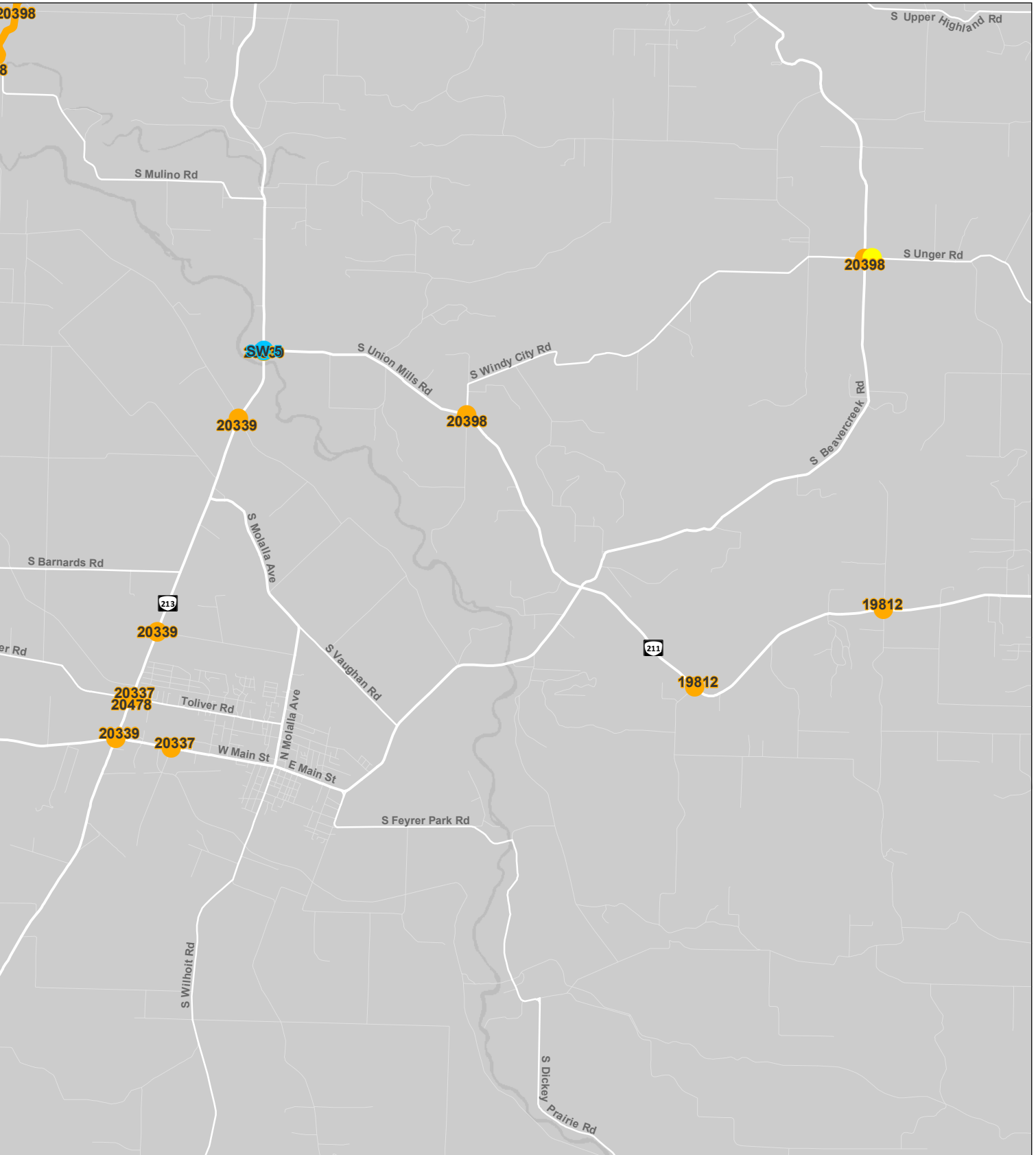
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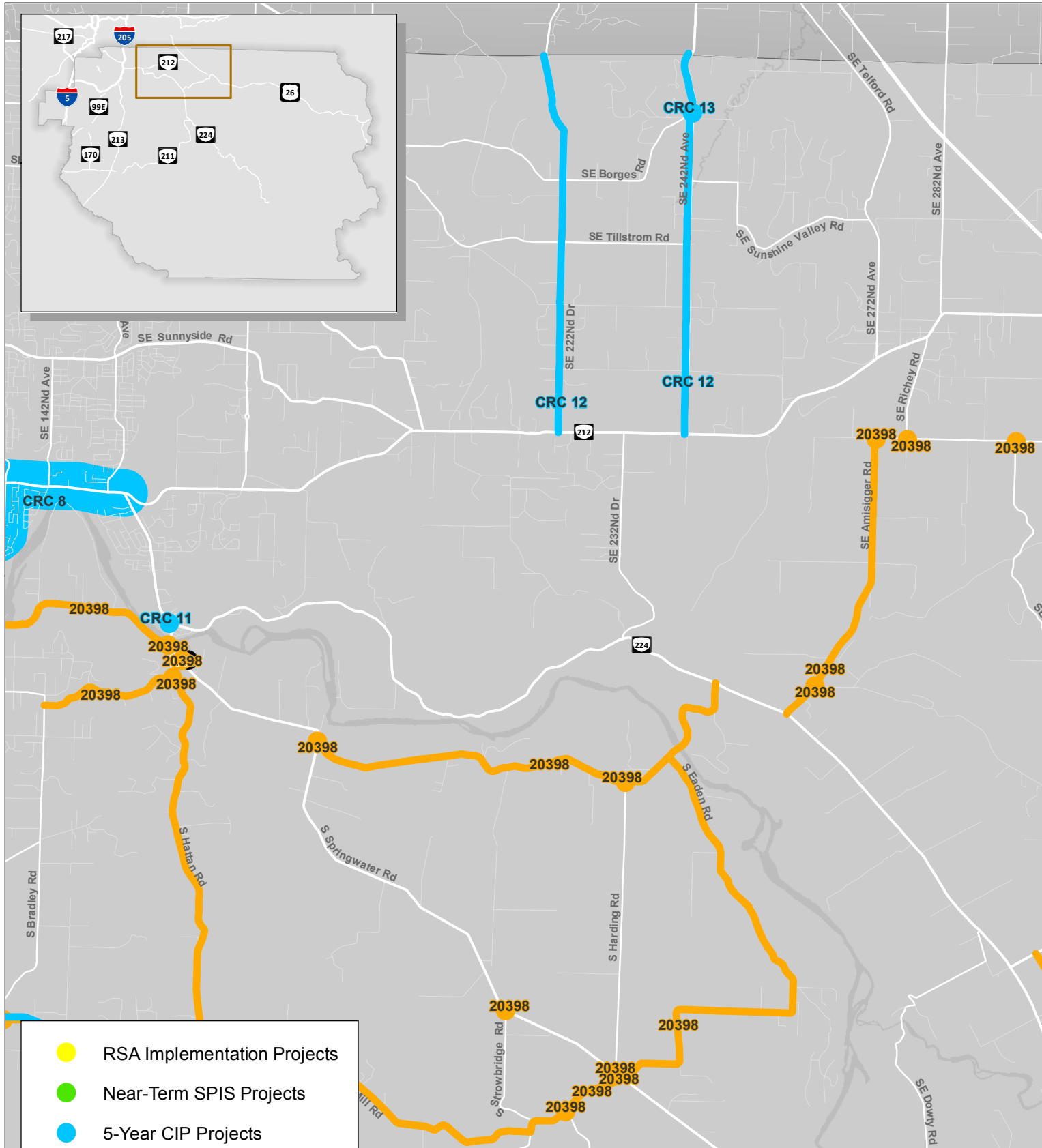
- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

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**Programmed and Planned Safety Projects
Clackamas County, Oregon**

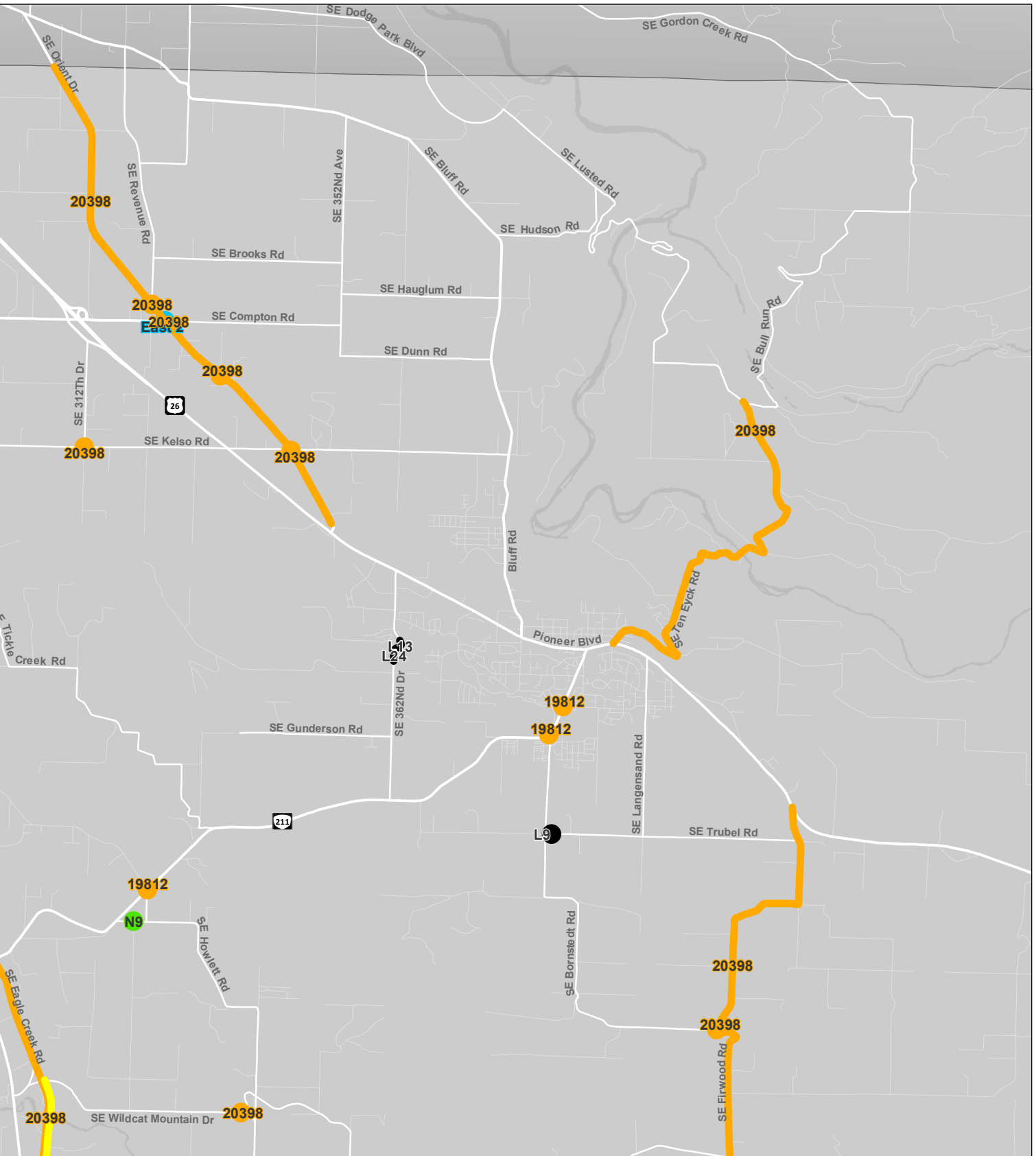
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- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

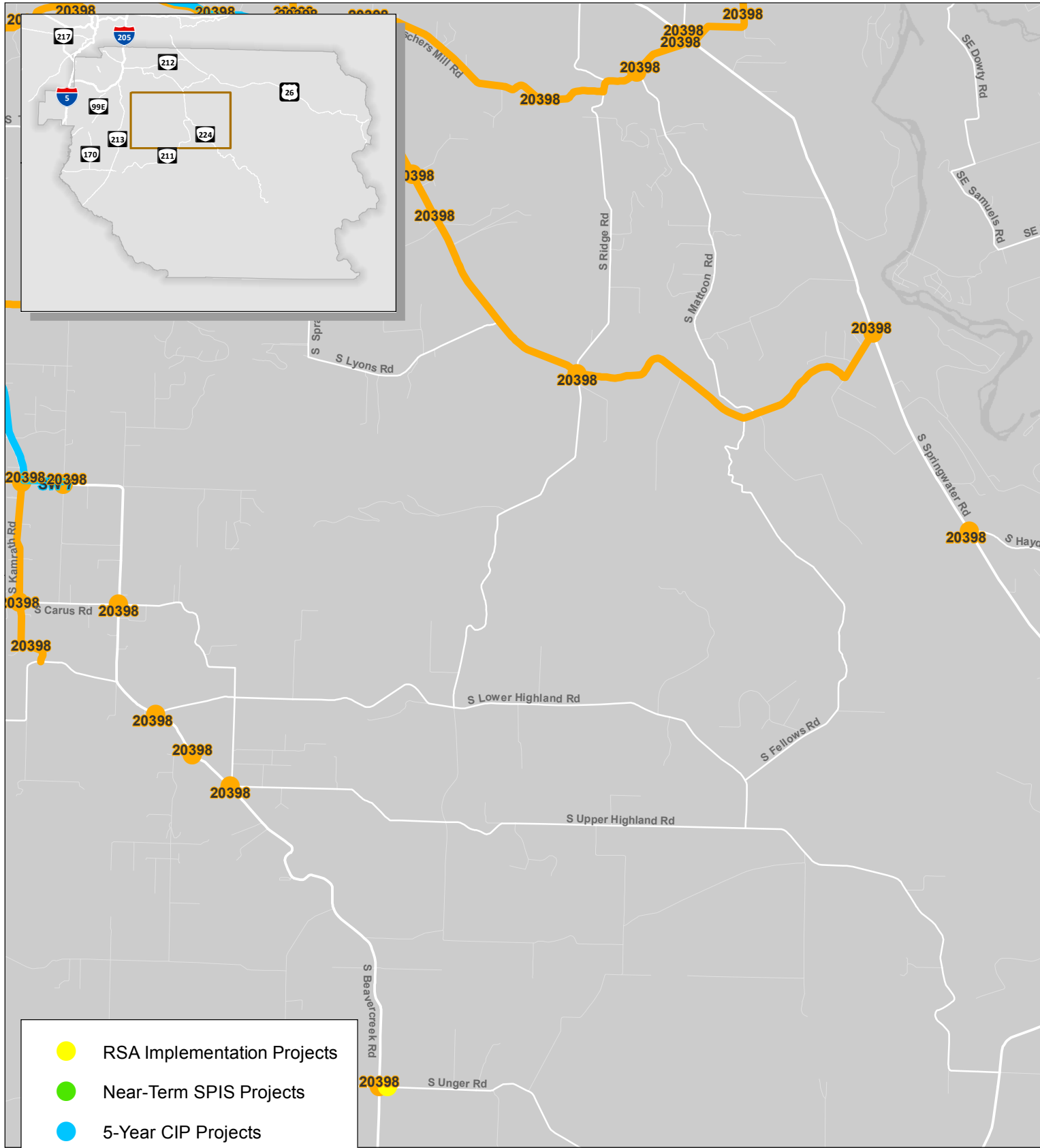
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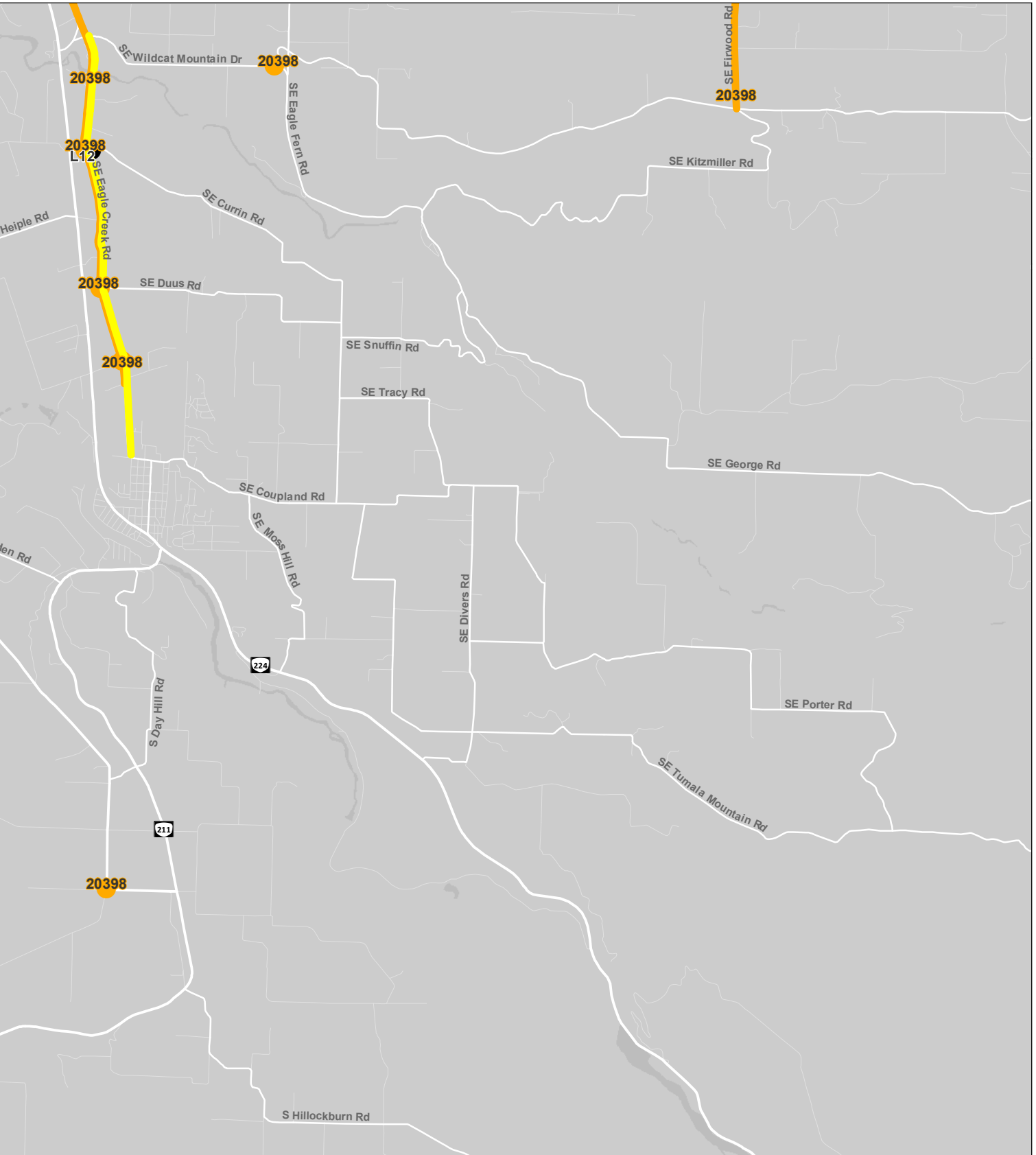
**Programmed and Planned Safety Projects
Clackamas County, Oregon**

**Figure
B-1D**



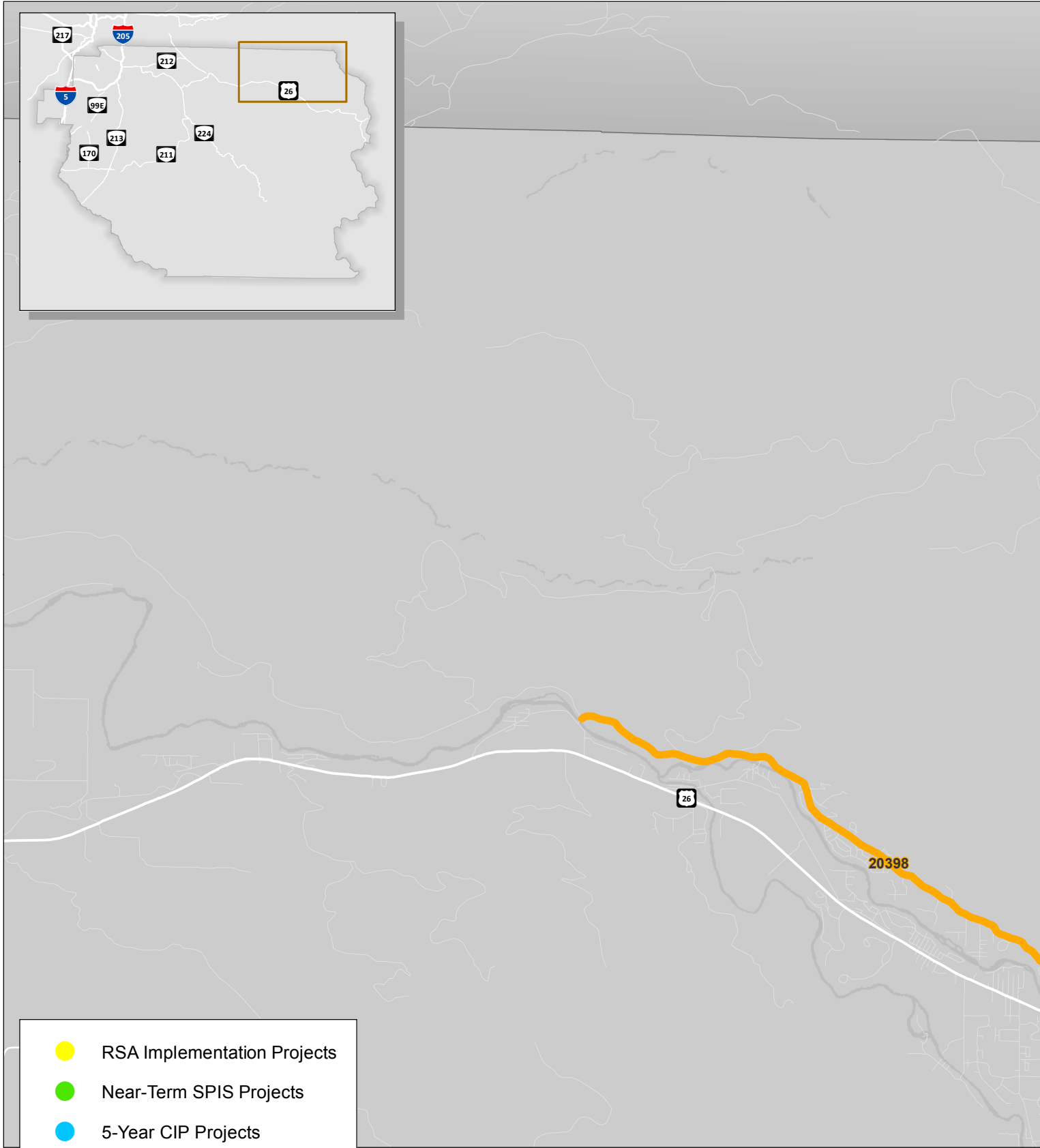
- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

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**Programmed and Planned Safety Projects
Clackamas County, Oregon**

**Figure
B-1E**



- RSA Implementation Projects
- Near-Term SPIS Projects
- 5-Year CIP Projects
- ODOT ARTS Projects
- Long-Term SPIS Projects

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**Programmed and Planned Safety Projects
Clackamas County, Oregon**

Figure
B-1F

Projects to be Programmed

Table B-2 summarizes safety-focused projects that still need to be programmed for construction that are not already in the 20-Year CIP (i.e., projects identified at the Top 50 SPIS locations and projects identified by completed RSAs). These projects are shown in **Figure B-1**. The table also includes B/C ratios for potential near-term (i.e., low-cost) projects at the top 50 SPIS sites. Cost estimates are readily available for these projects from ODOT. However, cost estimates for the long-term projects will need to be individually prepared to calculate B/C ratios for these projects. Once this is complete, the County will prioritize these projects for implementation. The table also cross-references overlapping projects found in **Table B-1**.

Table B-2. Location-Specific Projects to be Programmed

Project Number	Location	Project Description	Other Projects at Location	B/C Ratio
Near-Term Projects at SPIS High-Crash Locations				
N1	Webster Road / Strawberry Lane	Advance intersection warning.	-	321.7
N2	King Road / 82nd Avenue	Protected left-turn phasing.	20335	131.9
N3	Fuller Road / Johnson Creek Boulevard	Install reflectorized backplates.	20336	118.8
N4	Sunnyside Road / 122nd Avenue	Install reflectorized backplates.	20336, CRC 10	48.6
N5	Sunnyside Road / 93rd Avenue	Install reflectorized backplates.	CRC 10	42.6
N6	Sunnyside Road / Stevens Road	Install reflectorized backplates.	CRC 7	36.7
N7	Sunnyside Road / 105th Avenue	Add reflectorized backplates.	-	32.8
N8	Sunnybrook Boulevard / Sunnyside Road	Install reflectorized backplates, advance intersection warning.	CRC 10	30.7
N9	Howlett Road / Van Curen Road	Advance intersection warning.	-	29.5
N10	92nd Avenue / Johnson Creek Boulevard	Install reflectorized backplates.	20336	24.0
N11	Johnson Creek Boulevard / Bell Avenue	Install reflectorized backplates, protected left-turn phasing, advance intersection warning.	-	16.3
N12	Johnson Creek Boulevard / Linwood Avenue	Protected left-turn phasing, advance intersection warning.	CRC 2	11.3
N13	Airport Road / Arndt Road	Install reflectorized backplates, protected left-turn phasing, advance intersection warning.	-	9.6
N14	Oatfield Road / Jennings Avenue	Protected left-turn phasing.	20336, M 3	2.0



Project Number	Location	Project Description	Other Projects at Location	B/C Ratio
Long-Term Projects at SPIS High-Crash Locations				
L1	Sunnyside Road / SE 101st Street	Install reflectorized backplates, add left-turn signal head.	CRC 10	TBD
L2	Webster Road / Lake Road	Install reflectorized backplates, protected left-turn phasing, left-turn lanes.	-	TBD
L3	Johnson Creek Boulevard / 80th Avenue	Study further to determine appropriate and feasible countermeasures.	-	TBD
L4	Sunnyside Road / Clackamas Town Center	Re-evaluate intersection after implementation of project.	CRC 10	TBD
L5	82nd Drive from OR 212 to Greenhouse Square Access	Study further to determine appropriate and feasible countermeasures, including potential access management measures.	CRC 8	TBD
L6	72nd Avenue / Luther Road	Study further to determine appropriate and feasible countermeasures.	-	TBD
L7	82nd Drive from OR 212 to SE Adams Street	Study further to determine appropriate and feasible countermeasures, including potential access management measures.	CRC 8	TBD
L8	Sunnyside Road from OR 213 to Discount Tires Access	Study further to determine appropriate and feasible countermeasures, including potential access management measures.	CRC 7	TBD
L9	Bornstedt Road / Trubel Road	Study further to determine effectiveness of recently implemented all-way stop control.	-	TBD
L10	Miley Road / Airport Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L11	Bell Avenue / Overland Street	Re-evaluate intersection after implementation of curb widening and sidewalk implementation project.	-	TBD
L12	Eagle Creek Road / Currin Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L13	362nd Drive from Skogan Road to 500 feet south of Skogan Road	Guardrail, rumble strips, and shoulder widening.	-	TBD
L14	Causey Avenue / 85th Avenue	Study further to determine appropriate and feasible countermeasures.	-	TBD
L15	Grahams Ferry Road / Tooze Road	Study further to determine effectiveness of recently implemented signal.	-	TBD
L16	Central Point Road from 200 feet south of S Criteser Road to 700 feet south of S Criteser Road	Re-evaluate segment after implementation of ARTS project, consider installing rumble strips and widening shoulder.	20398	TBD
L17	Mulino Road from Central Point Road to 500 feet west of Central Point Road	Shoulder widening.	-	TBD
L18	Risley Avenue / Oatfield Road	Left-turn lanes, signal.	-	TBD

Drive to Zero Safety Action Plan

Project Number	Location	Project Description	Other Projects at Location	B/C Ratio
L19	Park Avenue / Oatfield Road	Study further to determine effectiveness of recently implemented signal.	-	TBD
L20	Arndt Road / Barlow Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L21	Childs Road / Stafford Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398, NW 2	TBD
L22	Hattan Road / Springwater Road	Re-evaluate intersection after implementation of ARTS project and consider installing roundabout.	20398	TBD
L23	Mountain Road from 750 feet north of Willamette River to 1,250 feet north of Willamette River	Re-evaluate intersection after implementation of ARTS project and consider installing guardrail and widening shoulder.	20398	TBD
L24	362nd Drive from 500 feet south of Skogan Road to 1000 feet south of Skogan Road	Guardrail, rumble strips, and shoulder widening.	-	TBD
L25	Stafford Road / Schatz Road	Realign intersection.	20398, NW 2	TBD
RSA Implementation Projects				
RSA 1	Beavercreek/ Unger Intersection	Install intersection beacon or vehicle activated warning system.		TBD
RSA 2	Eagle Creek Road	Remove horizontal curve, relocate intersection, add paved shoulders and turn lanes at major intersection; investigate speed zone south of Currin Rd.	20398	TBD

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1000	County-wide	ITS Plan Program	N/A	Develop a program to support the implementation of the County's ITS Plan and support the County's efforts to make improvements to traffic operations based on the ITS Plan. Deploy traffic responsive signal timing, ramp metering, traffic management equipment for better routing of traffic during incidents along the three key ODOT corridors - I-205, I-5, 99E. Install signal controller upgrades and update County ITS plan.
1001	County-wide	Transportation Safety Action Plan Program	N/A	Develop a program to support the implementation of the County's TSAP and support the County's efforts to make improvements based on the outcomes of the road safety audits and other safety studies.
1002	5-11a	122nd Ave	Eagle Glen Dr to Hubbard Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1003	5-11a	122nd Ave	Sunnyside Rd to Hubbard Rd	Fill gaps in pedestrian facilities, turn lanes at Mather Rd
1004	5-11a	122nd Ave	Sunnyside Rd to Timber Valley Dr	Add bikeways and turn lanes at major intersections
1005	5-11a	132nd Ave	Sunnyside Rd to OR 212	Add bikeways, pedestrian facilities, traffic calming and turn lanes at major intersections
1006	5-11a	142nd Ave	Sunnyside Rd to OR 212	Add bikeways and pedestrian facilities
1007	5-11a	72nd Ave Multi-Use Path Connection	Thompson Rd to Harmony Rd	Construct multi-use path
1008	5-11a	82nd Dr	OR 212 to Lawnfield Rd	Fill in bikeways and pedestrian facilities gaps
1009	5-11a	85th Ave	Causey Ave to Monterey Ave	Add sidewalks and bikeways. Perform Pedestrian Safety Audit to verify lighting, crosswalk striping and signing at Causey Ave.
1010	5-11a	92nd Ave	Johnson Creek Blvd to Emmert View Ct	Fill gaps in pedestrian facilities
1011	5-11a	97th Ave / Mather Rd	Lawnfield Rd to Summers Ln	Add bikeways, pedestrian facilities and eastbound left turn lanes at Mather Rd / Summers Ln
1012	5-11a	Boyer Dr	OR 213 to Fuller Rd	Construct new 2 lane roadway with turn lanes at OR 213 and Fuller Rd, bikeways and pedestrian facilities; install flashing yellow arrow for left turns on northbound and southbound approaches at OR 213 intersection.
1013	5-11a	Boyer Dr / 85th Ave / Spencer Dr	OR 213 to I-205 bike path	Add bikeways
1014	5-11a	Causey Ave	Fuller Rd to I-205	Add bikeways and shared facility markings in accordance with the Active Transportation Plan.
1015	5-11a	Clackamas Industrial area multi-modal improvements	N/A	Complete bike and pedestrian connections within the Clackamas Industrial area on Jennifer St., Evelyn St., 106 th Ave, 122 nd Ave, 130 th Ave and 135 th Ave.
1016	5-11a	Clackamas Regional Center Bike/Pedestrian Corridors	N/A	Construct pedestrian and bike improvements as described in the Clackamas Regional Center Pedestrian / Bicycle Plan
1017	5-11a	Clackamas Town Center Alternative Performance Standards Study	Clackamas Regional Center	Develop alternative performance standards for the intersections within the Clackamas Regional Center.
1018	5-11a	Clackamas Town Center Circulation Plan	West of the Town Center	Study area circulation and create plan
1019	5-11a	Flavel Dr	Alberta Ave to County boundary	Add bikeways in accordance with the Active Transportation Plan.
1020	5-11a	Fuller Rd	Otty St to Johnson Creek Blvd	Add pedestrian facilities, turn lanes, on-street parking, central median and landscaping.
1021	5-11a	Fuller Rd / King Rd Improvements	Fuller Rd / King Rd intersection	Restrict access to right-in/right-out only

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1022	5-11a	Harmony Rd	OR 213 to OR 224	Construct bikeways and pedestrian facilities. Linwood Ave to Aquatic Center, construct in accordance with the Active Transportation Plan. Provide left turn movement for cyclists from Harmony Rd to CCC Harmony Campus and a pedestrian crossing.
1023	5-11a	Harmony Rd	Railroad Ave / Linwood Ave / Harmony Rd	Railroad crossing and intersection improvements based on further study of intersection operations including bikeways and pedestrian facilities to be undertake jointly by the City of Milwaukie and the County
1024	5-11a	Harmony Rd / Sunnyside Rd	Harmony Rd / Sunnyside Rd / OR 213 intersection	Extend queue storage and double left turn lanes on westbound approach and rebuild median, including pedestrian island; extend queue storage on eastbound approach and install median; convert to right-in-right-out accesses on frontage road.
1025	5-11a	I-205 Multi-Use Path Connection	Between Sunnyside Rd and Sunnybrook Blvd	Construct ADA compliant access to the commercial area from the I-205 Multi-Use Path
1026	5-11a	I-205 Multi-Use Path Gap	OR 224/OR 213 to OR 212	Study the I-205 multi-use path gap to create a plan for connection and path completion in accordance with the Active Transportation Plan
1027	5-11a	Johnson Creek Blvd	55th Ave to I-205	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1028	5-11a	Johnson Creek Blvd	Johnson Creek Blvd near 79th Pl	Add signal to either Johnson Creek Blvd and 79th Pl or 80th Ave
1029	5-11a	Johnson Creek Blvd	55th Ave to Bell Ave	Widen to 3 lanes with bikeways and pedestrian facilities
1030	5-11a	Johnson Creek Blvd	Johnson Creek Blvd / OR 213 intersection	Extend westbound left-turn lane and rebuild median; install dual northbound and southbound left-turn lanes
1031	5-11a	Johnson Creek Blvd	OR 213 to 92nd Ave	Add pedestrian facilities with a crossing near 77th Ct, restripe for bikeways. Analyze for turn lane improvements at 92nd Ave.
1032	5-11a	Johnson Rd	SE Lake Rd to North Clackamas Park Trail	Identify bike/pedestrian connections to fill gaps along 82nd Ave
1033	5-11a	Lake Rd	Lake Rd / International Way intersection	Add northbound right-turn lane
1034	5-11a	Linwood Ave	Monroe St to Johnson Creek Blvd	Add pedestrian facilities in accordance with the Active Transportation Plan.
1035	5-11a	Monroe St	72nd Ave to Fuller Rd	Add bikeways, pedestrian facilities and traffic calming in accordance with the Active Transportation Plan.
1036	5-11a	Monroe St / 72nd Ave / Thompson Rd / Fuller Rd	Linwood Ave to Causey Ave	Add bikeways and traffic calming in accordance with the Active Transportation Plan.
1037	5-11a	Monterey Ave	Stevens Rd to Bob Schumacher Rd	Construct collector roadway with bikeways and pedestrian facilities
1038	5-11a	Monterey Ave	OR 213 to Fuller Rd	Construct new 2 lane extension with pedestrian facilities and bikeways. Install flashing yellow arrow for left-turns on northbound and southbound approaches at OR 213 intersection.
1039	5-11a	North Clackamas Regional Park Trail	Linwood Ave to North Clackamas Park Complex	Construct multi-use path
1040	5-11a	North Clackamas Regional Parks Trail	OR 213 to Linwood Ave	Construct multi-use path
1041	5-11a	Otty Rd	OR 213 to 92nd Ave	Improve to minor arterial standard consistent with Fuller Road Station Plan; improve curb radius; add turn lanes, on-street parking, central median, landscaping, bikeways and pedestrian facilities. Install pedestrian crossings between Fuller Rd and I-205 and near 91st Ave.
1042	5-11a	Otty St	Otty St / OR 213 / Otty Rd	Realign Otty St with Otty Rd at OR 213; install dual westbound left-turn lanes; install flashing yellow arrow for left-turns on northbound and southbound approaches.
1043	5-11a	Southwest Connector Multi-Use Path	North Clackamas Aquatic Center access road to 82nd Ave	Construct multi-use path in accordance with the Active Transportation Plan.

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1044	5-11a	Springwater Rd	OR 224 to Hattan Rd	Widen to 3 lanes with shoulders (in accordance with the Active Transportation Plan between Clackamas River Dr and Gronlund Rd) and pedestrian facilities; bridge remains two lanes
1045	5-11a	Sunnyside Rd	93rd Ave to 126th Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1046	5-11a	Sunnyside Rd	Sunnyside Rd / Stevens Rd intersection	Intersection improvements, such as additional turn lanes, turn lane extensions, and/or signal timing modifications
1047	5-11a	Tolbert St Overcrossing	82nd Dr to Industrial Way	Construct new 2 lane overcrossing with bikeways and pedestrian facilities
1048	5-11b	282nd Ave	US 26 to OR 212	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1049	5-11b	Amisigger Rd / Kelso Rd	OR 224 to Kelso / Richey Rd	Add paved shoulders; turn lanes at Amisigger/OR 212 and Kelso/Richey; smooth curves.
1050	5-11b	Arrah Wanna Blvd	US 26 to Fairway Ave	Add paved shoulders. In the interim, add 4-foot paved shoulders.
1051	5-11b	Cazadero Multi-Use Trail	Community of Boring to City of Estacada	Construct multi-use path in accordance with the Active Transportation Plan.
1052	5-11b	Compton Rd	US 26 to 352nd Ave	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1053	5-11b	Dodge Park Rd Bridge	~192 feet south of Pipeline Rd	Replace bridge nearing the end of its useful life and include paved shoulders
1054	5-11b	Eagle Creek Rd	Firwood Rd to Duus Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1055	5-11b	Eagle Creek Rd	Currin Rd to Duus Rd	Remove horizontal curve, relocate intersection, add paved shoulders and turn lanes at major intersection; investigate speed zone south of Currin Rd
1056	5-11b	Fairway Ave	Arrah Wanna Blvd to Salmon River Rd	Add paved shoulders
1057	5-11b	OR 211	OR 211 / Judd Rd intersection	Realign roadway
1058	5-11b	Richey Rd	Kelso Rd to OR 212	Add paved shoulders and left turn lane at Richey Rd and OR 212
1059	5-11b	Welches Rd	US 26 to Birdie Ln	Add paved shoulders; add pedestrian facilities in Welches rural center; evaluate pedestrian crossing near Stage Stop Rd; add multi-use path. Improve pedestrian crossing near Fairway Ave with advance signs and split flashing beacons
1060	5-11c	Aldercrest Dr	Thiessen Rd to Oatfield Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1061	5-11c	Concord Rd	River Rd to Oatfield Rd	Fill gaps in pedestrian facilities
1062	5-11c	Concord Rd	River Rd to Oatfield Rd	Add turn lanes at major intersections
1063	5-11c	Courtney Ave	OR 99E to Oatfield Rd	Fill gaps in pedestrian facilities and bikeways
1064	5-11c	Courtney Ave	River Rd to OR 99E (McLoughlin Blvd)	Construct pedestrian facilities / complete gaps on the south side; add bikeways
1065	5-11c	Harold Ave	Concord Rd to Roethe Rd	Add pedestrian facilities and traffic calming
1066	5-11c	Hull Ave	Wilmot St to Tims View Ave	Fill gaps in pedestrian facilities
1067	5-11c	Jennings Ave	Webster Rd to OR 99E	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1068	5-11c	Jennings Ave	River Rd to Oatfield Rd	Widen to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill
1069	5-11c	Oak Grove Blvd	Oatfield Rd to River Rd	Fill gaps in pedestrian facilities and bikeways
1070	5-11c	Oatfield Rd	Jennings Ave to Lake Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1071	5-11c	Oatfield Rd	Oatfield Rd / Park Rd intersection	Install traffic signal and add turn lanes

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1072	5-11c	Oatfield Rd	Oatfield Rd / McNary Rd intersection	Add southbound and eastbound left-turn lanes
1073	5-11c	Park Ave	River Rd to OR 99E (McLoughlin Blvd)	Add pedestrian facilities
1074	5-11c	River Rd	Lark St to Courtney Ave	Add pedestrian facilities
1075	5-11c	River Rd	Oak Grove Blvd to Risley Ave	Fill gaps in bikeways in accordance with the Active Transportation Plan and fill gaps in pedestrian facilities
1076	5-11c	School Pedways	Johnson Rd / Clackamas Rd / Webster Rd	Fill gaps in pedestrian facilities on Johnson Rd, Clackamas Rd and Webster Rd within 1/4 mile of schools
1077	5-11c	Thiessen Rd	Thiessen Rd / Aldercrest Rd intersection	Add turn lanes on Thiessen Rd; consider converting to two-way stop controlled
1078	5-11c	Torbank Rd	River Rd to Trolley Trail	Fill gaps in pedestrian facilities
1079	5-11d	65th Ave	65th Ave / Elligsen Rd / Stafford Rd intersection	Construct roundabout
1080	5-11d	Advance Rd	53rd Ave to 43rd Dr	Grade and sight distance improvements
1081	5-11d	Borland Rd	Tualatin city limits to Stafford Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1082	5-11d	Borland Rd	Stafford Rd to West Linn city limits	Add paved shoulders in accordance with the Active Transportation Plan
1083	5-11d	Carman Dr	Lake Oswego city limits to Roosevelt Ave	Add bikeways and pedestrian facilities; analyze for turn lanes
1084	5-11d	Childs Rd	Sycamore Ave to 65th Ave	Transfer roadway to local jurisdiction
1085	5-11d	French Prairie Bridge	Willamette River near I-5	Construct a bridge in accordance with the Active Transportation Plan
1086	5-11d	Rosemont Rd	Stafford Rd to West Linn	Add paved shoulders and turn lanes at major intersections
1087	5-11d	Stafford Rd	I-205 to Boeckman Rd / Advance Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1088	5-11d	Stafford Rd	Rosemont Rd to I-205	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1089	5-11d	Stafford Rd	Stafford Rd / Childs Rd intersection	Install traffic signal and southbound and northbound turn lanes or roundabout
1090	5-11d	Stafford Rd	Rosemont Rd to I-205	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1091	5-11d	Tonquin Trail	Willamette River through Wilsonville	Construct bike / pedestrian facilities pursuant to the Tonquin Trail Master Plan
1092	5-11d	Wilsonville Rd / Ladd Hill Rd	Wilsonville Rd / Ladd Hill Rd	Install Collision Countermeasure System
1093	5-11e	Airport Rd	Airport Rd / Miley Rd intersection	Install traffic signal
1094	5-11e	Barlow Rd	Barlow Rd / OR 99E intersection	Add dual left-turn lanes on southbound Barlow Rd
1095	5-11e	Beavercreek Rd	Lower Highland Rd to Butte Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1096	5-11e	Beavercreek Rd	Ferguson Rd to Spangler Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1097	5-11e	Beavercreek Rd	Henrici Rd to Yeoman Rd/Steiner Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections.
1098	5-11e	Beavercreek Rd	Beavercreek Rd / Leland Rd / Kamrath Rd intersection	Construct roundabout with additional analysis

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1099	5-11e	Canby-Marquam Highway	Canby-Marquam Hwy / Lone Elder Rd intersection	Reconstruct intersection; install northbound left-turn lane and southbound right-turn lane
1100	5-11e	Canby-Marquam Highway	~1,900 ft south of Barnards Rd	Replace bridge nearing the end of its useful life with 2-lane structure including paved shoulders
1101	5-11e	Clarks Four Corners Intersection	Beavercreek Rd / Unger Rd	Reconstruct intersection
1102	5-11e	Emerald Necklace Trail	To Canby Ferry	Extend Molalla Forest Rd to Locust St in accordance with the Active Transportation Plan.
1103	5-11e	Ferguson Multi-Use Path	Thayer Rd to Ferguson Rd	Multi-use path to connect Ferguson Rd to Thayer Rd
1104	5-11e	Fischers Mill Rd	Fischers Mill / Hattan Rd intersection	Install eastbound left-turn lane
1105	5-11e	Graves Rd/Passmore Rd/Mulino Rd/ OR 213	Graves Rd/Passmore Rd/Mulino Rd/ OR 213	Work in conjunction with the Molalla River School District, ODOT and community stake-holders to complete a safety audit to look at all options for the safe movement of Mulino Elementary School students in relation to the adjacent transportation system. Utilize the results from the audit to develop a list of projects and/or programs to maximize safety for all users.
1106	5-11e	Greater Arndt Rd/I-5/Canby Access Feasibility Study	Southwest County in the vicinity of Arndt Rd/I-5/Canby	Conduct an alternatives analysis and land use study to identify and consider roadway improvements to address access to I-5 within the Southwest County and address capacity deficiencies.
1107	5-11e	Hattan Rd	Hattan Rd / Gronlund Rd intersection	Install southbound right-turn lane
1108	5-11e	Henrici Rd	Beavercreek Rd to Ferguson Rd	Add paved shoulders and turn lanes at major intersections. Remove horizontal and vertical curves
1109	5-11e	Holly St	Territorial Rd to Canby Ferry	Add paved shoulders in accordance with the Active Transportation Plan.
1110	5-11e	Hult Rd	OR 211 to Unger Rd	Re-open and improve Hult Rd
1111	5-11e	Klang's Mill Bridge	~1,000 ft north of OR 211	Replace bridge nearing the end of its useful life
1112	5-11e	Lone Elder Rd Bridge	~5,800 feet east of Barlow Rd	Replace bridge (nearing the end of its useful life) and include paved shoulders
1113	5-11e	Maplelane Rd	Beavercreek Rd to Ferguson Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1114	5-11e	Meridian Rd	Meridian Rd / Whiskey Hill Rd intersection	Limit access/egress points to and from school on NE corner of intersection
1115	5-11e	Molalla Ave Flooding	Just south of city of Molalla	Construct bridge to resolve flooding issues
1116	5-11e	Mulino Rd	Mulino Rd / 13th Ave	Relocate intersection to south away from railroad trestle
1117	5-11e	OR 170	OR 99E to Macksburg Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1118	5-11e	Redland Rd	OR 213 to Hattan Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1119	5-11e	Redland Rd	Redland Rd / Springwater Rd intersection	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1120	5-11e	Redland Rd	Redland Rd / Holly Rd intersection	Install traffic signal and westbound and northbound left-turn lanes or roundabout
1121	5-11e	Redland Rd	Redland Rd / Ferguson Rd intersection	Construct roundabout
1122	5-11e	Ridge Rd	~1 miles north of Lower Highland Rd	Fix sinkhole
1123	5-11e	Springwater Rd	Springwater Rd / Clackamas River Dr intersection	Install signal at Clackamas River Dr

Table 5-3a 20-Year Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
1124	5-11e	Springwater Rd	400 ft east of Hattan Rd	Construct bridge to accommodate paved shoulders
1125	5-11e	Springwater Rd	Hattan Rd to Bakers Ferry Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
1126	5-11e	Township Rd	Central Point Rd to Canby City limit	Add paved shoulders and turn lanes at major intersections
1127	5-11e	Union Mills Rd	OR 213 to OR 211	Add turn lanes at major intersections
1128	5-11e	Union Mills Rd	OR 213 to OR 211	Construct a shoulder on the south side of the roadway
1129	5-11e	Upper Highland Rd	Beavercreek Rd to Lower Highland Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements
1130	5-11c	Oetkin Rd - Naef Rd	Thiessen Rd to River Rd	Construct bike boulevard consistent with the Active Transportation Plan
1131	5-11c	River Rd	Park Ave to Glen Echo Ave	Construct buffered bike lane in accordance with the Active Transportation Plan.
1132	5-11a	Bob Schumacher Rd	Otty Rd to Sunnyside Rd	Investigate improved striping including centerline rumble stripe.
1133	5-11a	97th Ave	Sunnybrook Blvd to Mather Rd	Investigate improved striping including outside fog lines and rumble striping. Verify lighting, drainage and surface friction.
1134	5-11a	92nd Ave	Phillips Pl	Install a pedestrian crossing near Phillips Pl
1135	5-11a	Otty St	80th Ave	Install a pedestrian crossing near 80th Ave
1136	5-11a	Fuller Rd	Boyer Dr to Sunnyside Dr	Install pedestrian crossings near Boyer Dr, Causey Ave, Stephanie Ct and Southgate St
1137	5-11b	Brightwood Loop Rd	US 26 to US 26	Add 4-foot paved shoulders

Table 5-3b Preferred Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
2000	5-11a	Bell Ave / Alberta St / 72nd Ave	King Rd to County line	Add bikeways and pedestrian facilities
2001	5-11a	Clatsop St / Luther Rd	72nd Ave to Fuller Rd	Add turn lanes and signals at OR 213 intersection; add bikeways, pedestrian facilities and traffic calming
2002	5-11a	Evelyn St	OR 224 to Jennifer St	Add bikeways and pedestrian facilities
2003	5-11a	Evelyn St / Mangan Dr	Jennifer St to Water Ave	Add bikeways
2004	5-11a	Hubbard Rd	122nd Ave to 132nd Ave	Fill gaps in pedestrian facilities
2005	5-11a	Jennifer St	82nd Dr to 135th Ave	Add pedestrian facilities
2006	5-11a	Lake Rd	Milwaukie City limits east to OR 224	Fill gaps in pedestrian facilities
2007	5-11a	Linwood Ave	Linwood Ave / Monroe St intersection	Add curbs/sidewalks, improve horizontal alignments
2008	5-11a	Linwood Ave	Queen Rd to Johnson Creek Blvd	Add bikeways in accordance with the Active Transportation Plan
2009	5-11a	Mather Rd	Summers Ln Rd to 122nd Ave	Add bikeways, pedestrian facilities and eastbound left turn lanes at Mather Rd / 122nd Ave
2010	5-11a	Monroe St / 72nd Ave / Thompson Rd	Linwood Ave to Fuller Rd	Add pedestrian facilities
2011	5-11a	Scouters Mountain / Mt Scott Loop Trail	Loop trail through Happy Valley, Damascus, Clackamas County and Portland	Construct multi-use path in accordance with the Active Transportation Plan
2012	5-11a	Stevens Rd / Stevens Way	Causey Ave to Idleman Rd	Add pedways and optional traffic calming
2013	5-11a	Strawberry Ln	Strawberry Ln / 82nd Dr intersection	Install traffic signal and eastbound turn lane
2014	5-11a	Sunnybrook Blvd	Sunnybrook Blvd / 82nd Ave intersection	Add dual southbound left-turn lanes, extend queue storage for southbound lefts and westbound lefts
2015	5-11a	Sunnyside Rd	OR 213 to 97th Ave	Modified boulevard treatment including lane redesign, medians, beautification, curb extensions, reconstructed sidewalks, landscaping, south side bikeways. Consider flashing yellow arrow for left-turns at signalized intersections.
2016	5-11b	282nd Ave	282nd / Haley Rd intersection	Install traffic signal and reduce speed limit on 282nd
2017	5-11b	362nd Ave	Skogan Rd to OR 211	Add paved shoulders
2018	5-11b	Eagle Creek Rd	OR 211 to Duus Rd	Add paved shoulders
2019	5-11b	Firwood Rd	Wildcat Mountain Dr to US 26	Add paved shoulders and turn lanes at major intersections.
2020	5-11c	Clackamas Rd	Johnson Rd and Webster Rd	Fill gaps in bikeways and pedestrian facilities
2021	5-11c	Jennings Ave	Oatfield Rd to Webster Rd	Widen to 2-lane urban minor arterial standard with bikeway and pedestrian facilities infill
2022	5-11c	Lake Oswego to Milwaukie Bridge	Between Sellwood and Oregon City	Construct bike/pedestrian crossing over the Willamette River in accordance with the Active Transportation Plan
2023	5-11c	Roots Rd	Webster Rd to McKinley Rd	Add pedestrian facilities

Table 5-3b Preferred Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
2024	5-11c	Thiessen Rd	Oatfield Rd to Webster Rd	Add bikeways and pedestrian facilities. For the Oetkin Rd to Webster Rd section, construct in accordance with the Active Transportation Plan
2025	5-11c	Webster Rd	OR 224 to Gladstone	Fill gaps in bikeways and pedestrian facilities
2026	5-11d	Advance Rd	~2,900 ft west of Mountain Rd	Realign roadway and grade improvements
2027	5-11d	Advance Rd	65th Ave to Mountain Rd	Add paved shoulders
2028	5-11d	Stafford Rd / 65th Ave	I-205 to Boeckman Rd / Advance Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections
2029	5-11e	Arndt Rd Extension	Barlow to OR 99E	Construct new 2 or 3 lane roadway
2030	5-11e	Barlow Rd	Knights Bridge Rd to OR 99E	Add paved shoulders
2031	5-11e	Beavercreek Multi-Use Path	Loder Rd to Ferguson Rd	Construct multi-use path consistent with the Beavercreek Road Concept Plan
2032	5-11e	Boones Ferry Rd	Boones Ferry Rd / Butteville Rd intersection	Remove bank, remove/decrease horizontal curve
2034	5-11e	Dryland Rd	Macksburg Rd S to Macksburg Rd N	Realign to form one intersection at Dryland Rd
2035	5-11e	Hattan Rd	Fischers Mill Rd to Gronlund Rd	Add paved shoulders and turn lanes at major intersections
2036	5-11e	Henrici Rd	OR 213 to Beavercreek Rd	Add paved shoulders and turn lanes at major intersections
2037	5-11e	Henrici Rd	Ferguson Rd to Redland Rd	Add paved shoulders and turn lanes at major intersections. Remove horizontal and vertical curves
2038	5-11e	Molalla Forest Rd	City of Canby to City of Molalla	Pave to provide bicycle access in accordance with the Active Transportation Plan
2039	5-11e	Mulino Rd (13th St segment)	Canby city limits to OR 213	Add paved shoulders and turn lanes at major intersections
2040	5-11e	Newell Creek Trail / Oregon City Loop Trail	Loop around the perimeter of Oregon City	Construct Oregon City Loop Trail and Newell Creek Trail in accordance with the Active Transportation Plan
2041	5-11e	Redland Rd	Redland Rd / Bradley Rd intersection	Install eastbound left-turn lane
2042	5-11e	Redland Rd	Redland Rd / Fischers Mill Rd / Henrici Rd intersection	Install eastbound left-turn, eastbound right-turn and westbound right-turn lanes at Henrici Rd
2043	5-11e	Springwater Rd	Springwater Rd / Bakers Ferry Rd intersection	Install southbound left-turn lane; realign intersection to fix skew
2044	5-11b	Sleepy Hollow Rd	Barlow Trail Rd to US 26	Add 4-foot paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3000	5-11a	106th Ave	OR 212 to Jennifer St	Add bikeways and pedestrian facilities
3001	5-11a	152nd Ave Phase 2	Sunnyside Rd to OR 212	Add bikeways, pedestrian facilities and turn lanes at major intersections
3002	5-11a	162nd Ave	Sager Rd north to County line	Add bikeways, pedestrian facilities, turn lanes at major intersections
3003	5-11a	172nd Ave Bridge	~140 feet south of Troge Rd	Replace bridge nearing the end of its useful life
3004	5-11a	82nd Dr	OR 212 to Gladstone	Widen to 5 lane with bikeways and pedestrian facilities
3005	5-11a	84th Ave	Sunnyside Rd to Sunnybrook Blvd	Fill in bikeways and pedestrian facilities gaps
3006	5-11a	93rd Ave	Sunnyside Rd to Sunnybrook Blvd	Add bikeways in accordance with the Active Transportation Plan
3007	5-11a	Cheldelin Rd	Foster Rd to 190th Dr	Add bikeways and pedestrian facilities
3008	5-11a	Cheldelin Rd (Clatsop St extension)	172nd Ave to Foster Rd	Construct new two lane roadway with bikeways and pedestrian facilities
3009	5-11a	Cornwell Ave	OR 213 to Fuller Rd	Add pedestrian facilities; connect to I-205 Multi-Use Path
3010	5-11a	Fuller Rd	Otty Rd to King Rd / OR 213	Construct new 2 lane extension with pedestrian facilities and bikeways
3011	5-11a	Fuller Rd	Johnson Creek Blvd to County line	Add pedestrian facilities
3012	5-11a	Hillcrest St	92nd Ave to Stevens Rd	Add pedestrian facilities
3013	5-11a	I-205 Pedestrian / Bike Overpass	Between Causey Ave and Sunnyside Rd	Construct a bike / pedestrian crossing over I-205 to connect transit services, businesses and residents in accordance with the Active Transportation Plan
3014	5-11a	Idleman Rd	92nd Ave to Westview Ct	Fill gaps in bikeways and pedestrian facilities
3015	5-11a	Jennifer St	106th Ave to 130th Ave	Add bikeways
3016	5-11a	Johnson Creek Blvd	Bell Ave to OR 213	Widen to 3 lanes from Bell Ave to 76th Ave and 5 lanes from 76th Ave to 82nd Ave ; add bikeways and pedestrian facilities
3017	5-11a	King Rd	Milwaukie City Limits to Spencer Dr	Fill gaps in pedestrian facilities in accordance with the Active Transportation Plan
3018	5-11a	Lake Rd	OR 224 west to Milwaukie city limits	Add pedestrian facilities and turn lanes at major intersections
3019	5-11a	Lake Rd	Johnson Rd to Webster Rd	Fill gaps in pedestrian facilities and bikeways
3020	5-11a	Linwood Ave Bridge over Johnson Creek	Bridge	Construct bridge with bike lanes and sidewalks in accordance with the Active Transportation Plan
3021	5-11a	Luther Rd Bridge	Bridge crossing Johnson Creek	Replace bridge
3022	5-11a	Mather Rd	Mather Rd / 122nd Ave intersection	Install traffic signal or compact roundabout
3023	5-11a	Mather Rd	122nd Ave to 132nd Ave	Construct new 2 lane roadway with pedestrian facilities and bikeways
3024	5-11a	Mather Rd	Industrial Way to 98th Ave	Maintain as pedestrian facilities and bikeway. Construct undercrossing at Sunrise Expressway.
3025	5-11a	Michael Dr	72nd Ave to Fuller Ave	Fill gaps in pedestrian facilities
3026	5-11a	Phillips Creek Multi-Use Path	Causey Ave to North Clackamas Regional Parks Trail	Construct multi-use path
3027	5-11a	Sunnyside Rd Adaptive Signal Timing	OR 213 to 172nd Ave	Add adaptive timing to traffic signals
3028	5-11a	Valley View Terrace	Sunnyside Rd to Otty Rd	Add bikeways and pedestrian facilities

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3029	5-11a	West 82nd Ave Parallel Road	King Rd to Luther Rd	Construct collector road parallel to OR 213 with bikeways and pedestrian facilities
3030	5-11b	282nd Ave	282nd Ave / OR 212 intersection	Add second right-turn lane on 282nd Ave and additional intersection improvements as needed
3031	5-11b	282nd Ave	OR 212 to Multnomah County line	Add paved shoulders
3032	5-11b	352nd Ave / Dunn Rd	Bluff Rd to Bluff Rd	Add paved shoulders
3033	5-11b	362nd Dr	Colorado Rd to Dubarko Rd	Remove or decrease horizontal and vertical curves
3034	5-11b	362nd Dr	362nd Ave / Deming Rd intersection	Remove or decrease vertical curve, relocate intersection
3035	5-11b	Barlow Trail Rd/ Lolo Pass Rd	Between communities of Timberline, Welches and Zig Zag	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, install 4-foot shoulders or 4-foot shoulders at specific areas with limited sight distance or steep uphill sections.
3036	5-11b	Bluff Rd	City of Sandy to County line	Add paved shoulders in accordance with the Active Transportation Plan
3037	5-11b	Bull Run Rd	Ten Eyck Rd to Multnomah County line	Add paved shoulders and turn lanes at major intersections.
3038	5-11b	Bull Run Truss	Bull Run truss between Waterworks Rd and Bowman Rd	Replace bridge nearing the end of its useful life
3039	5-11b	Coalman Rd / Cherryville Dr	Ten Eyck Rd to US 26	Add paved shoulders. In the interim, add 4-foot paved shoulders.
3040	5-11b	Compton Rd	US 26 to 352nd Ave	Remove vertical curve near Orient Dr and relocate intersection; add paved shoulders
3041	5-11b	Coupland Rd	Estacada City limits to Divers Rd	Add paved shoulders and turn lanes at major intersections
3042	5-11b	Eagle Creek Rd	Keegan Rd to Currin Rd	Realign Eagle Creek Rd to remove or decrease downgrade
3043	5-11b	Firwood Rd	Firwood Rd / Trubel Rd intersection	Realign Trubel Rd to remove or decrease downgrade
3044	5-11b	Hayden Rd	Springwater Rd to OR 211	Add paved shoulders in accordance with the Active Transportation Plan
3045	5-11b	Howlett Rd	OR 211 to Wildcat Mountain Dr	Add paved shoulders
3046	5-11b	Kelso Rd	Richey Rd to Orient Dr	Add paved shoulders
3047	5-11b	Kelso Rd	Orient Dr to Sandy Urban Growth Boundary	Remove vertical curve, relocate intersection, add paved shoulders and turn lanes at major intersections; investigate speed zone
3048	5-11b	Lolo Pass Rd	US 26 to Barlow Trail Rd	Safety analysis; add paved shoulders in accordance with the Active Transportation Plan
3049	5-11b	Mt Hood Aerial Transportation Link	Between Ski Bowl, Government Camp Village and Timberline Lodge	Aerial transportation link
3050	5-11b	Orient Dr	US 26 north to County line	Add paved shoulders
3051	5-11b	Porter Rd Bridge over Delph Creek	~100 ft east of Wilcox Rd	Replace bridge
3052	5-11b	Salmon River Rd	US 26 to Welches Rd	Add paved shoulders. Between US 26 and Fairway Ave, add paved shoulders or multi-use path
3053	5-11b	Springwater Rd	Hayden Rd to OR 211	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3054	5-11b	Ten Eyck Rd	Lusted Rd to City of Sandy	Remove vertical curve, relocate intersection, add paved shoulders, turn lanes at major intersections; investigate speed zone. For paved shoulders between City of Sandy and Marmot Rd, refer to the Active Transportation Plan
3055	5-11b	Tickle Creek Trail	Springwater Corridor to Sandy city limits	Construct multi-use path in accordance with the Active Transportation Plan
3056	5-11b	Welches Rd	Birdie Ln to Salmon River Rd	Add paved shoulders or add multi-use path
3057	5-11b	Wildcat Mountain Dr	OR 224 to Firwood Rd	Add paved shoulders
3058	5-11c	Aldercrest Dr	Thiessen Rd to Oatfield Rd	Add pedestrian facilities to one side of the road and bikeways
3059	5-11c	Clackamas Rd	Clackamas Rd / I-205 interchange	Construct bike/pedestrian bridge over I-205
3060	5-11c	Hill Rd	Oatfield Rd to Thiessen Rd	Add bikeways and pedestrian facilities
3061	5-11c	Johnson Rd / McKinley Rd	OR 224 to I-205 multi-use path	Bikeway and pedestrian facilities infill. From Thiessen Rd to I-205 Multi-use Path, construct in accordance to the Active Transportation Plan
3062	5-11c	McNary Rd / Mabel Ave	Oatfield Rd to Webster Rd	Add bikeways and pedestrian facilities
3063	5-11c	Naef Rd	Oatfield Rd to River Rd	Add pedestrian facilities in accordance with the Active Transportation Plan
3064	5-11c	Oatfield Rd	Oatfield Rd / Hill Rd intersection	Add left-turn lanes, install signal if warranted
3065	5-11c	Oatfield Rd	Milwaukie city limits to Gladstone city limits	Fill gaps in pedestrian facilities and bikeways
3066	5-11c	Oatfield Ridge Connection	Between Jennings Ave and Thiessen Ave over Oatfield Ridge	Construct multi-use path
3068	5-11c	Portland Ave	Jennings Ave to Hull Ave	Fill gaps in pedestrian facilities
3069	5-11c	Risley Ave	Arista Dr to Hager Rd	Fill gaps in pedestrian facilities
3070	5-11c	River Rd	Courtney Ave to Oak Grove Blvd	Add pedestrian facilities
3071	5-11c	River Rd	Risley Ave to Rinearson Rd	Add pedestrian facilities
3072	5-11c	Roethe Rd	River Rd to OR 99E (McLoughlin Blvd)	Add bikeways, pedestrian facilities and traffic calming
3073	5-11c	Rusk Rd	OR 224 South to Aldercrest Rd	Add pedestrian facilities on one side of the roadway and bikeways
3074	5-11c	Strawberry Ln	Webster Rd to 82nd Dr	Add pedestrian facilities and fill bikeway gaps
3075	5-11c	Thiessen Rd	Thiessen Rd / Hill Rd intersection	Add right-turn lane on Thiessen Rd; consider converting to two-way stop controlled or installing roundabout
3076	5-11c	View Acres Rd	Oatfield Rd to Hill Rd	Add pedestrian facilities and traffic calming
3077	5-11c	Webster Rd	Webster Rd / Jennings Ave and Webster Rd / Roots Rd intersections	Construct traffic signals, turn lanes
3078	5-11c	Webster Rd	Webster Rd / Strawberry Ln intersection	Add signal; construct southbound and westbound left-turn lane
3079	5-11d	65th Ave	Stafford Rd to Tualatin city limits	Add paved shoulders
3080	5-11d	Baker Rd	Tooze Rd to County line	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3081	5-11d	Bell Rd	Ladd Hill Rd to Wilsonville Rd	Add paved shoulders
3082	5-11d	Bonita Rd	Carman Dr to I-5	Add bikeways and pedestrian facilities
3083	5-11d	Childs Rd	Stafford Rd to Lake Oswego city limits	Add pedestrian facilities, bikeways and turn lanes at major intersections
3084	5-11d	Graham's Ferry Rd	County line to Westfall Rd	Add paved shoulders
3085	5-11d	Graham's Ferry Rd	Wilsonville Rd to Wilsonville city limits	Add paved shoulders
3086	5-11d	Hoffman Rd / Peach Cove Rd / Riverwood Rd	Mountain Rd to Tualatin River	Add paved shoulders
3087	5-11d	Homesteader Rd	Stafford Rd to Mountain Rd	Add paved shoulders
3088	5-11d	Johnson Rd	Stafford Rd to West Linn city limits	Add paved shoulders and turn lanes at major intersections
3089	5-11d	Ladd Hill Rd	Wilsonville Rd to Washington County line	Add paved shoulders and turn lanes at major intersections
3090	5-11d	Mountain Rd	Stafford Rd to Canby Ferry	Add paved shoulders in accordance with the Active Transportation Plan
3091	5-11d	Petes Mountain Rd	West Linn city limits to Hoffman Rd	Add paved shoulders and turn lanes at major intersections
3092	5-11d	Pleasant Hill Rd / McConnell Rd / Tooze Rd	Ladd Hill Rd to Westfall Rd	Add paved shoulders
3093	5-11d	Schaeffer Rd	Mountain Rd to Petes Mountain Rd	Add paved shoulders
3094	5-11d	Schatz Rd / 55th Ave / Meridian Way	65th Ave to Stafford Rd	Add paved shoulders
3095	5-11d	Tualatin / Lake Oswego Pedestrian and Bicycle Bridge	Tualatin River Bridge	Construct bike / pedestrian bridge
3096	5-11d	Wilsonville Rd	Wilsonville Rd / Bell Rd intersection	Realign roadway and grade improvements
3097	5-11d	Wilsonville Rd	Wilsonville Rd / Edminston Rd intersection	Remove bank, remove horizontal curve, relocate intersection
3098	5-11d	Wilsonville Rd Bridge	~300 feet south of Bell Rd	Replace bridge nearing the end of its useful life
3099	5-11d	Wisteria Rd / Woodbine Rd	Rosemont Rd to Johnson Rd	Add paved shoulders
3100	5-11e	Airport Rd	Arndt Rd to Miley Rd	Add turn lanes at major intersections
3101	5-11e	Bakers Ferry Rd	Springwater Rd to OR 224	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove horizontal curve and relocate intersection from Eaden Rd to OR 224
3102	5-11e	Barnards Rd	Meridian Rd to Canby-Marquam Hwy	Add paved shoulders
3103	5-11e	Barnards Rd	Needy Rd to Stuwe Rd	Reconstruct bridge and widen to 36 feet
3104	5-11e	Beavercreek Rd	Yeoman Rd/Steiner Rd to OR 211	Add paved shoulders
3105	5-11e	Bradley Rd	Redland Rd to Holcomb Blvd	Add turn lanes at major intersections
3106	5-11e	Bradley Rd	Gronlund Rd to Redland Rd	Add paved shoulders

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3107	5-11e	Buckner Creek Rd	Gard Rd to Cochell Rd	Add paved shoulders
3108	5-11e	Canby-Marquam Highway	OR 170 / Macksburg Rd intersection	Reconstruct intersection; install southbound left-turn lane and northbound right-turn lane
3109	5-11e	Canby-Marquam Highway	City of Canby to OR 211	Add paved shoulders
3110	5-11e	Carus Rd	Central Point Rd to Beaver Creek Rd	Add paved shoulders in accordance with the Active Transportation Plan
3111	5-11e	Casto Rd	Spangler Rd to Central Point Rd	Add paved shoulders and turn lanes at major intersections
3112	5-11e	Central Point Rd	Parrish Rd to Mulino Rd	Smooth curves; add paved shoulders (Parrish Rd to Bremer Rd in accordance with the Active Transportation Plan)
3113	5-11e	Clackamas River Dr	Oregon City limits to Springwater Rd	Construct bikeway in accordance with the Active Transportation Plan. Add turn lanes at Springwater Rd and Forsythe Rd.
3114	5-11e	Fellows Rd	Redland Rd to Lower Highland Rd	Add paved shoulders and turn lanes at major intersections
3115	5-11e	Ferguson Rd	Beaver Creek Rd and Henrici Rd	Reduce the speed limit and install traffic calming
3116	5-11e	Fischers Mill Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3117	5-11e	Forsythe Rd	Oregon City line to Bradley Rd	Add paved shoulders
3118	5-11e	Forsythe Rd	Oregon City limit to Bradley Rd	Add center turn lane and paved shoulders
3119	5-11e	Forsythe Rd	Forsythe Rd / Victory Rd intersection	Realign, widen Victory Rd; remove or decrease curves along Forsythe Rd; relocate intersection
3120	5-11e	Gard Rd	~100 ft south of Old Clarke Rd	Reconstruct bridge to accommodate paved shoulders
3121	5-11e	Gronlund Rd / Hattan Rd	Bradley Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections
3122	5-11e	Henrici Rd	Between Driftwood Dr and Shore Vista Dr	Widen bridge to accommodate paved shoulders
3123	5-11e	Holcomb Blvd	Edenwild Ln to Bradley Rd	Add paved shoulders and turn lanes at Holcomb Blvd / Bradley Rd
3124	5-11e	Kamrath Rd	Carus Rd to Spangler Rd	Safety analysis at Carus Rd, add paved shoulders, remove or decrease horizontal curves north of Spangler Rd
3125	5-11e	Knights Bridge Rd Bridge	~3,200 feet east of Barlow Rd	Replace bridge (nearing the end of its useful life)
3126	5-11e	Leland Rd	Oregon City line to Beaver Creek Rd	Add paved shoulders
3127	5-11e	Leland Rd	~1,000 ft north of Warnock Rd	Reconstruct bridge to accommodate paved shoulders
3128	5-11e	Lone Elder Rd	County line to Canby-Marquam Hwy	Add paved shoulders
3129	5-11e	Lower Highland Rd	Beaver Creek Rd to Fellows Rd	Add paved shoulders and turn lanes at major intersections
3130	5-11e	Macksburg Rd	Canby Marquam Hwy to OR 213	Add paved shoulders and turn lanes at major intersections
3131	5-11e	Maplelane Rd	~1,800 ft west of Walker Rd	Add paved shoulders
3132	5-11e	Maplelane Rd	Oregon City Urban Growth Boundary to Ferguson Rd	Add paved shoulders
3133	5-11e	Mattoon Rd	Fischers Mill Rd to Redland Rd	Add paved shoulders in accordance with the Active Transportation Plan and turn lanes at major intersections; remove vertical curves, remove horizontal curves north of Redland Rd

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3134	5-11e	Meridian Rd	Lone Elder Rd to OR 211	Add paved shoulders
3135	5-11e	Meridian Rd	Elliott Prairie Rd to Barlow Rd	Add paved shoulders; remove or decrease horizontal and vertical curves
3136	5-11e	Miley Rd	Airport Rd to Eilers Rd	Add paved shoulders
3137	5-11e	Molalla Ave	OR 213 to Molalla City limits	Add paved shoulders
3138	5-11e	New Era Rd / Haines Rd	OR 99E to Leland Rd	Add paved shoulders
3140	5-11e	Redland Rd	~900 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3141	5-11e	Redland Rd	~400 ft west of Holly Ln	Reconstruct bridge to include shoulders and bikeways
3142	5-11e	Redland Rd	Henrici Rd to Oregon City limit	Add paved shoulders and bikeway in accordance with the Active Transportation Plan
3143	5-11e	Redland Rd	Henrici Rd to Springwater Rd	Add paved shoulders and turn lanes at major intersections. For the section between Mattoon Rd and Jubb Rd, see the Active Transportation Plan.
3144	5-11e	Ridge Rd	Lower Highland Rd to Redland Rd	Add paved shoulders
3145	5-11e	Rock Creek (Kropf Rd) Bridge	~3,500 ft north of Gibson Rd	Replace bridge
3146	5-11e	S Killdeer Rd	Ferguson Road and Yeoman Road	Extend S Killdeer Rd to connect with S. Ivel Rd. and provide bike/pedestrian access
3147	5-11e	South End Rd	Oregon City limits to OR 99E	Smooth curves; add paved shoulders
3148	5-11e	Spangler Rd	Casto Rd to Beaver Creek Rd	Add paved shoulders and turn lanes at major intersections
3149	5-11e	Springwater Rd	Bakers Ferry Rd to Hayden Rd	Add paved shoulders and turn lanes at major intersections. For paved shoulders between Eaden Rd and Hayden Rd, see the Active Transportation Plan.
3150	5-11e	Thayer Rd/Ferguson Rd	Oregon City line to Redland Rd	Add paved shoulders
3151	5-11e	Toliver Rd	Dryland Rd to Molalla city Limits	Add paved shoulders in accordance with the Active Transportation Plan
3152	5-11e	Unger Rd	Beaver Creek Rd to OR 211	Add paved shoulders and turn lanes at major intersections
3153	5-11e	Union Hall Rd	Central Point Rd to El Dorado Rd	Add paved shoulders
3154	5-11f	Bird Rd	Groshong Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3155	5-11f	Blair Rd	Groshong Rd to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections
3156	5-11f	Callahan Rd S / Ramsby Rd	Dickey Prairie Rd to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3157	5-11f	Dhooghe Rd	OR 211 to Fernwood Rd	Add paved shoulders and turn lanes at major intersections
3158	5-11f	Fernwood Rd	Dhooghe Rd to Callahan Rd	Add paved shoulders and turn lanes at major intersections
3159	5-11f	Gray's Hill Rd	Green Mountain Rd to OR 211	Add paved shoulders
3160	5-11f	Maple Grove Rd	Nowlens Bridge Rd to Sawtell Rd	Add paved shoulders and turn lanes at major intersections
3161	5-11f	Nowlens Bridge Rd	OR 213 to Maple Grove Rd	Add paved shoulders and turn lanes at major intersections

Table 5-3c Long Term Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description
3162	5-11f	Sawtell Rd	Maple Grove Rd to Wilhoit Rd	Add paved shoulders and turn lanes at major intersections
3163	5-11f	Wildcat Rd	Wilhoit Rd to OR 213	Add paved shoulders and turn lanes at major intersections
3164	5-11f	Wright Rd	OR 211 to Callahan Rd	Add paved shoulders
3165	5-11a	Sunnyside Rd	93rd Ave to OR 212	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3166	5-11b	Barlow Trail Rd	Marmot Rd to Lolo Pass Rd	Add paved shoulders in accordance with the Active Transportation Plan
3167	5-11b	Marmot Rd	Ten Eyck to Barlow Trail Rd	Add paved shoulders in accordance with the Active Transportation Plan. In the interim, widen to 4-feet within Wildwood/Timberline, Zigzag, Rhododendron and Wemme/Welches.
3168	5-11c	Thiessen Rd	Webster Rd to Johnson Rd	Add pedestrian facilities and bikeways in accordance with the Active Transportation Plan
3169	5-11d	Willamette River Greenway	Lake Oswego north to County Line	Construct multi-use path in accordance with the Active Transportation Plan.
3170	5-11d	Willamette River Greenway	Canby Ferry to City of Wilsonville	Construct multi-use path in accordance with the Active Transportation Plan.
3171	5-11e	Bremer Rd	Central Point Rd to Haines Rd	Add paved shoulders in accordance with the Active Transportation Plan
3172	5-11e	Butteville Rd	Willamette River to County line	Add paved shoulders in accordance with the Active Transportation Plan
3173	5-11e	Dryland Rd	Macksburg Rd to Toliver Rd	Add paved shoulders in accordance with the Active Transportation Plan
3174	5-11e	Eaden Rd	Bakers Ferry Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3175	5-11e	Haines Rd	Bremer Rd to Territorial Rd	Add paved shoulders in accordance with the Active Transportation Plan
3176	5-11e	Harms Rd	Kraxberger Rd to Macksburg Rd	Construct bikeway in accordance with Active Transportation Plan
3177	5-11e	Hwy 170 / Kraxberger Rd	City of Canby to Harms Rd	Add paved shoulders in accordance with the Active Transportation Plan
3178	5-11e	Jubb Rd	Redland Rd to Springwater Rd	Add paved shoulders in accordance with the Active Transportation Plan
3179	5-11e	Kamrath Rd	Leland Rd to Carus Rd	Add paved shoulders in accordance with the Active Transportation Plan
3180	5-11e	Knights Bridge Rd / Barlow Rd / Arndt Rd	Canby boundary to Airport Rd	Add bikeway in accordance with the Active Transportation Plan
3181	5-11e	Territorial Rd	Haines Rd to OR 99E	Add bikeways in accordance with the Active Transportation plan
3182	5-11e	Willamette River Greenway	Oregon City to Canby	Construct multi-use path in accordance with the Active Transportation Plan.

Removed Projects:

3117: removed due to duplication with 3118

3166: removed due to duplication with 3035

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4000	County-wide	TSP Refinement	State facility locations applicable where mobility target is not met in 2035	TSP Refinement to develop alternative mobility targets for state facilities consistent with Oregon Highway Plan (OHP) 1F3.	High
4001	5-11a	I-205 / Sunnyside Road interchange	I-205 / Sunnyside Road interchange	Add dual northbound right-turns; install bike signal; construct sidewalk extension / bulb to accommodate pedestrians and bicyclists around signal pole.	High
4002	5-11a	OR 212	OR 212 / 172nd Ave intersection	Add second eastbound left-turn lane	High
4003	5-11a	OR 212	SE 162nd to Anderson Rd	Add bikeways, pedestrian facilities ways, and landscape pedestrian facilities buffer; widen to 6 lanes within Happy Valley; add center turn lane within Damascus	High
4004	5-11a	OR 213	Sunnybrook Blvd to Portland City Limits	Extend fiberoptic communications, CCTV at key intersections and adaptive signal timing	High
4005	5-11a	OR 224	OR 224 / Lake Rd / Webster Rd intersection	Add turn-lanes, including second left-turn lane on westbound OR 224, second left-turn lane and right-turn lane on northbound SE Webster Rd, and second left-turn lane on southbound SE Lake Rd	High
4006	5-11a	OR 224	OR 224 / Johnson Rd intersection	Add second left-turn lane on westbound OR 224	High
4007	5-11a	OR 224	OR 224 / Hubbard Rd / 135th Ave intersection	Add intersection improvements, including right-turn lanes	High
4008	5-11a	OR 224	Springwater Rd / OR 224 intersection	Add signal and turn lanes on all approaches	High
4009	5-11a	OR 224	Rock Creek Junction to Midway St	Widen to four lanes; add bikeways.	High
4010	5-11a	Sunrise Project - Preliminary Engineering	Webster Rd/ OR 224 to 172nd Ave / OR 212	Preliminary engineering from Webster Rd to 172nd Ave	High
4011	5-11a	Sunrise Project - Right-of-Way	Webster Rd/ OR 224 to 172nd Ave / OR 212	Acquire right-of-way to accommodate 6 lane expressway plus auxiliary lanes	High
4012	5-11a	SunriseProject - Multi-use Path	122nd to Rock Creek Junction	Construct multi-use path from 122nd to Rock Creek Junction parallel to the Sunrise project consistent with FEIS.	High
4013	5-11b	OR 224	OR 224 /232nd Ave intersection	Install traffic signal or roundabout	High
4014	5-11b	OR 224	Eaglecreek Rd / OR 224 intersection	Install signal	High
4015	5-11c	OR 99E	Milwaukie city limit to Gladstone city limit	Add bikeways, pedestrian facilities ways, median enhancements, crosswalks and pedestrian facilities refuges	High
4016	5-11d	I-205	Stafford Rd to OR 99E	Work with ODOT, Metro, Oregon City, West Linn and any other effected jurisdictions to analyze and develop a solution to the transportation bottle neck on I-205 between Oregon City and I-205 / Stafford Road Interchange. Possible solutions include widening to 3-lanes in each direction.	High
4017	5-11e	I-205	Willamette River to West Linn city limit	Add southbound truck climbing lane	High
4018	5-11e	I-205	I-205 Corridor	Corridor-wide operational improvements	High
4019	5-11e	OR 211	Beavercreek Rd, Union Hall Rd to Dhooghe Rd	Widen to include shoulders, bikeways, add passing lanes where needed and turn lanes at major intersections	High
4020	5-11e	OR 213	OR 213 / Spangler Rd intersection	Install traffic signal to replace existing two-way stop	High

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4021	5-11e	OR 213	OR 213 / Henrici Rd intersection	Install traffic signal or roundabout and additional intersection improvements as needed	High
4022	5-11e	OR 213	OR 213 / Leland Rd intersection	Add northbound through auxiliary lane	High
4023	5-11e	OR 213	Leland Rd / Union Hall Rd intersection	Add southbound auxiliary lane	High
4024	5-11e	OR 213	Mulino to Molalla	Perform road safety audit or transportation safety review to identify appropriate safety improvements	High
4025	5-11e	OR 99E	OR 99E / Barlow Rd intersection	Add left-turn lane on southbound Barlow Rd - To widen Barlow Rd to add a southbound left turn lane on the north approach would need to modify the existing railroad crossing warning system	High
4026	5-11a	I-205 / Johnson Creek Blvd interchange	I-205 / Johnson Creek Blvd interchange	Add loop ramp and northbound on-ramp; realign southbound off-ramp and install dual right-turn lanes	Medium
4027	5-11a	I-205 / OR 212/224 Interchange	In vicinity of Roots Rd and McKinley Ave	Connect bikeways in accordance with the Active Transportation Plan	Medium
4028	5-11a	OR 212	Rock Creek Junction to 172nd	Construct climbing lane	Medium
4029	5-11a	OR 212	OR 212 / SE 162nd Ave intersection	Add left-turn pockets and traffic signal	Medium
4030	5-11a	OR 213	Sunnyside Rd to Sunnybrook Rd	Widen to 7 lanes with boulevard treatments	Medium
4031	5-11a	OR 213	OR 213 / Harmony Rd / Sunnyside Rd intersection	Add bikeways, pedestrian facilities ways, dual northbound and southbound left-turn lanes, and lighting; convert driveways north of intersection to right-in / right-out	Medium
4032	5-11a	OR 224	OR 224 / Rusk Rd off-ramp	Extend right-turn lane on OR 224	Medium
4033	5-11a	OR 224	Milwaukie city limits to I-205	Construct multi-use path as parallel route to OR 224	Medium
4034	5-11a	OR 224	Lake Rd / Johnson Rd / Pheasant Ct	Realign Lake Rd / Johnson Rd to provide southern OR 224 access via Pheasant Ct; add turn lanes at OR 224 / Pheasant Ct intersection; close access at Lake / Webster south of OR 224	Medium
4035	5-11a	OR 99E	OR 99E / Jennings Ave intersection	Determine safe connection of Trolley Trail at OR 99E / Jennings Ave intersection	Medium
4036	5-11a	Sunrise Project	I-205 to 172nd Ave	Construct improvements to 172nd	Medium
4037	5-11b	OR 211	Hayden Rd to OR 224	Widen to rural arterial standard with shoulders, bikeways in accordance with the Active Transportation Plan and turn lanes at major intersections	Medium
4038	5-11b	US 26	Govt. Camp Loop W to OR 35	Implement Finding of Mt Hood Multimodal Study including phased safety improvements	Medium
4039	5-11b	US 26	OR 35 Junction to Wasco County line	Widen roadway to include bikeways /shoulders, add passing lanes where needed and turn lanes at major intersections	Medium
4040	5-11e	OR 211	OR 170 (Canby-Marquam Hwy) / OR 211 intersection	Install eastbound and westbound left-turn lanes, and eastbound right-turn lane; remove or decrease horizontal curve	Medium
4041	5-11e	OR 211	Marion County line to OR 170 (Canby-Marquam Hwy)	Widen to include shoulders, bikeways, add passing lanes where needed and turn lanes at major intersections	Medium
4042	5-11e	OR 99E	Barlow Rd to Marion County line	Four lane widening with median, left-turn lanes from mile post 24.05	Medium
4043	5-11e/f	OR 213	Oregon City boundary to Marion County line	Add shoulders and bikeways	Medium

Table 5-3d Regional Capital Projects

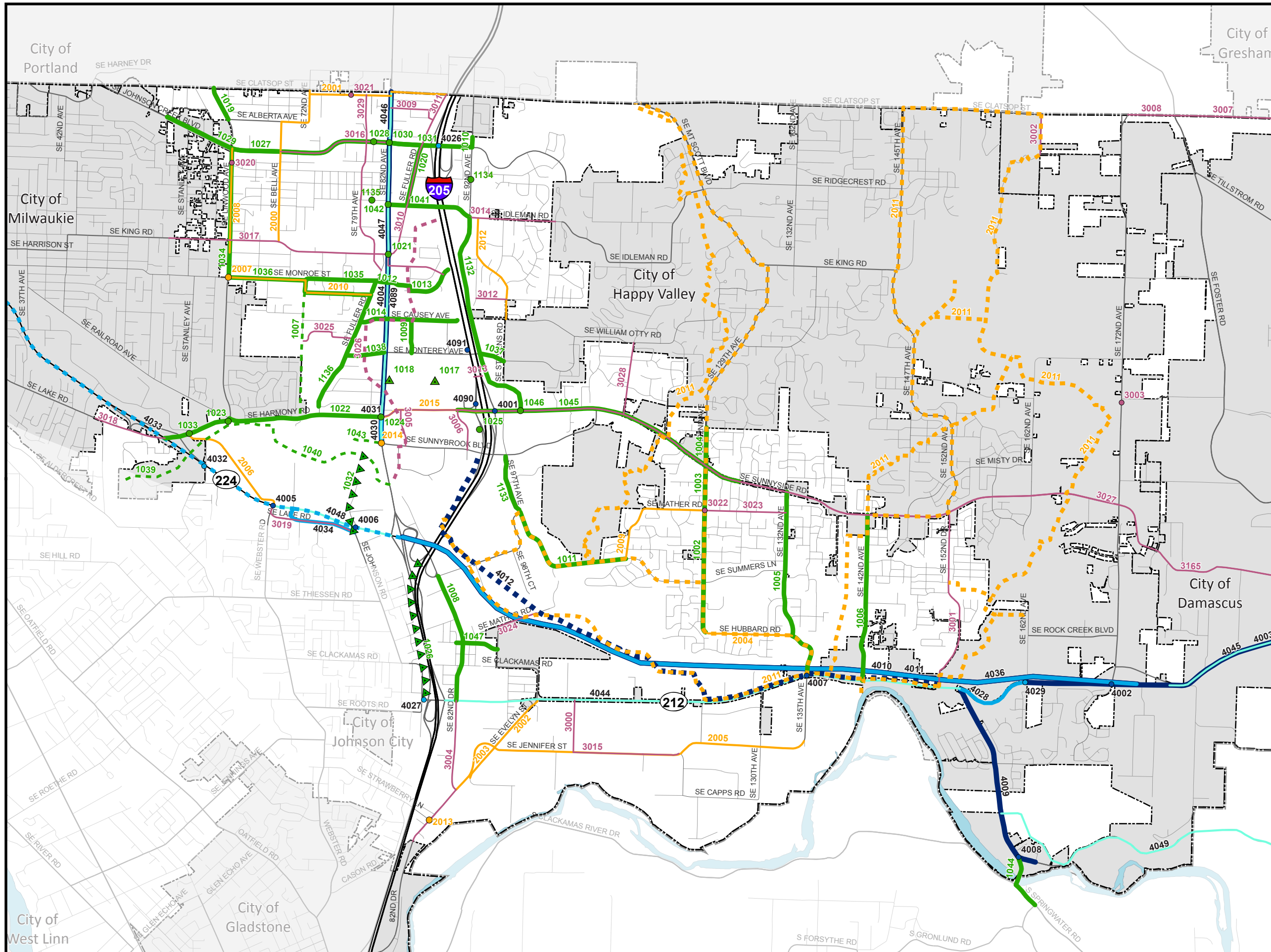
Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4044	5-11a	OR 212	I-205 to OR 224	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4045	5-11a	OR 212	Within the Damascus City Limits (Armstrong Cr to 257th)	Obtain right-of-way for future 4 lane facility with planted median and 5 lanes at major intersections; build as major development occurs and apply access management to reduce number of driveways.	Low
4046	5-11a	OR 213	Clatsop St to Sunnyside Rd	OR 213/82nd Avenue Boulevard Design Improvements - Widen to add sidewalks, lighting, central median, planting strips and landscaping; fill gaps in the bike and pedestrian facilities network. Add pedestrian crossings in the vicinity of Luther Rd, Glencoe Rd and south of Boyer Dr. Install access management median Hinkley Ave to Lindy St and Monterey Ave to Harmony Rd. Install advanced street name signs from Sunnyside Rd to Sunnyside Dr. Remove signal at north entrance of Clackamas Town Center and evaluate traffic diversion. 2014 ODOT OR 213 paving project programmed King to OR 224.	Low
4047	5-11a	OR 213 (82nd Ave)	Luther Road to Sunnybrook Blvd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4048	5-11a	OR 224	Webster Rd and 82nd Ave	Provide frontage connection on the north side of OR 244	Low
4049	5-11a	OR 224	Springwater Rd to 232nd Dr	Shoulder widening, horizontal realignment, realignment of roadway to bluff	Low
4050	5-11b	OR 211	OR 224 to eastbound US 26	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4051	5-11b	OR 211	OR 224 to Hillcockburn Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4052	5-11b	OR 211	Tickle Creek Rd/OR 211 intersection	Remove or decrease horizontal curve, relocate intersection	Low
4053	5-11b	OR 211	362nd Dr / OR 211 intersection	Remove or decrease vertical curve and remove vegetation	Low
4054	5-11b	OR 211	Eagle Creek Rd to Tickle Creek Rd	Widen to include bikeways /shoulders and add passing /climbing lanes where needed	Low
4055	5-11b	OR 211	0.14 miles east of Coop Rd to Jackknife Rd	Widen to add shoulder / bikeways; realign to remove horizontal and vertical curves	Low
4056	5-11b	OR 211	Tickle Creek Rd to 362nd Dr	Widen to include bikeways /shoulders and add passing /climbing lanes where needed	Low
4057	5-11b	OR 211	Bornstedt Rd to City of Sandy	Add shoulders and bikeways	Low
4058	5-11b	OR 224	232nd Ave to OR 211	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4059	5-11b	OR 224	Fish Creek Rd to National Forest Rd 46	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4060	5-11b	OR 224	Bakers Ferry Rd / OR 224 intersection	Add eastbound right-turn lane	Low
4061	5-11b	OR 224	Amisigger Rd / OR 224 intersection	Install traffic signal; add southbound and eastbound left-turn lanes and westbound right-turn lane	Low
4062	5-11b	OR 224	Heiple Rd / OR 224 intersection	Add southbound right-turn lane	Low
4063	5-11b	OR 224	OR 212 to Estacada city limits	Widen to include shoulders and bikeways; add passing lanes where needed	Low
4065	5-11b	US 26	US 26 / Haley Rd intersection	Develop a plan to address to address access and safety issues on US 26 at this intersection and implement that plan	Low

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4066	5-11b	US 26	Kelso Rd to Duncan Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4067	5-11b	US 26	Duncan Rd to Langensand Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4068	5-11b	US 26	Firwood Rd to Sleepy Hollow Dr	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4069	5-11b	US 26	Rhododendron to OR 35	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4070	5-11b	US 26	US 26 / Firwood Rd intersection	Add eastbound right-turn lane	Low
4071	5-11b	US 26	US 26 / Brightwood Loop W	Add westbound right-turn lane	Low
4072	5-11b	US 26	US 26 / Brightwood Loop E	Add westbound right-turn lane	Low
4073	5-11b	US 26	Lolo Pass Rd to Govt. Camp Loop Rd. W	Implement Finding of Mt Hood Multimodal Study including ITS approach with variable speed signage; construct multi-use path between Lolo Pass Rd and John Lake Rd; add enhanced pedestrian crossing, sidewalks, curbs, gutters, pedestrian refuge island, pedestrian illumination and access management in Rhododendron; construct multi-use path connecting Mt. Hood Express transit stop and Pioneer Bridle Trailhead	High
4074	5-11c	OR 99E	Park Ave to Gladstone city limits	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4075	5-11d	OR 43	Lake Oswego to Portland	Develop active transportation connection in accordance with the Active Transportation Plan.	Low
4076	5-11e	OR 211	Dhooghe Rd / OR 211 intersection	Remove or decrease horizontal curve, relocate intersection	Low
4077	5-11e	OR 211	OR 170 (Canby-Marquam Hwy) to City of Molalla	Add shoulders and bikeways	Low
4078	5-11e	OR 211	Needy Rd to 0.6 miles west of Needy Rd	Remove or decrease vertical curve to allow passing zone, add passing lane in one or both directions, possible relocation of intersection	Low
4079	5-11e	OR 211	Molalla city limits to Hayden Rd	Widen to rural arterial standard (2 lanes) with shoulders and bikeways	Low
4080	5-11e	OR 211	Beavercreek Rd to Upper Highland Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4081	5-11e	OR 213	OR 213 / Carus Rd intersection	Install traffic signal to replace existing two-way stop See U339	Low
4082	5-11e	OR 213	OR 213 / Beavercreek Rd intersection	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4083	5-11e	OR 213	Carus Rd / OR 213 intersection	Install southbound left-turn and right-turn lanes	Low
4085	5-11e	OR 99E	Oregon City to Canby	Add shoulders and bikeways	Low
4086	5-11e	OR 99E	Sequoia Parkway to Lone Elder Rd	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4087	5-11e	OR 99E	Territorial Rd to Metro boundary	Perform road safety audit or transportation safety review to identify appropriate safety improvements	Low
4088	5-11b	Government Camp Loop Rd	US 26 to US 26	Add bikeways through Government Camp in accordance with the Active Transportation Plan	High
4089	5-11a	OR 213	Causey Ave to King Rd	Work with TriMet and ODOT to evaluate the Business Access Transit lane and identify projects / approaches to improve safety and enhance transit operation.	High

Table 5-3d Regional Capital Projects

Project ID	Map	Project Name / Street Name	Segment / Locations	Project Description	Priority
4090	5-11a	I-205 MUP	I-205 SB Ramp / Sunnyside Rd	Travelling south on the I-205 multi-use path, install a pedestrian signal to cross the I-205 southbound / Sunnyside right turn lane. Perform traffic analysis to evaluate impacts to vehicle queuing. Modification subject to ODOT approval.	High
4091	5-11a	I-205 MUP	Monterey Ave	Install parabolic mirror and/or signage to resolve limited sight distance issues at the intersection of the I-205 MUP and the path extension at Monterey Ave.	High
4092	5-11b	US 26	Arrah Wanna Blvd to Welches Rd	Add multi-use path on north side of US 26	High
4093	5-11b	US 26	Main Park Rd to Salmon River Rd	Add multi-use path on south side of US 26	High
4094	5-11b	US 26 / Welches Rd	US 26 / Welches Rd	Pedestrian and ADA improvements at signal, including crossing improvements on the north side of the intersection.	Medium
4095	5-11b	US 26 / Arrah Wanna Blvd	US 26 / Arrah Wanna Blvd	Install a continental style crosswalk, accompanied by roadway and streetscape improvements	Medium
4096	5-11b	US 26 / Salmon River Rd	US 26 / Salmon River Rd	Install an enhanced pedestrian crossing	High



Capital Improvement Plan

Greater Clackamas Regional Center / Industrial Area

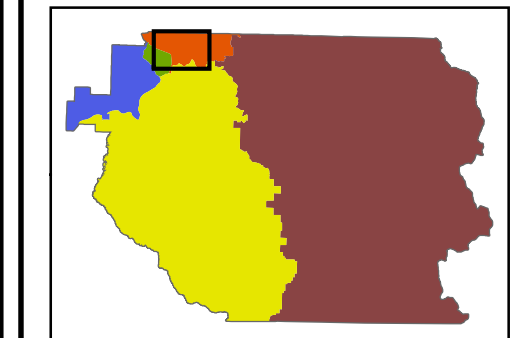
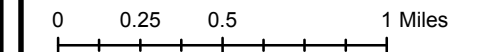
- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- - - Multi-Use Path*
- ⋯ Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbologies shown above



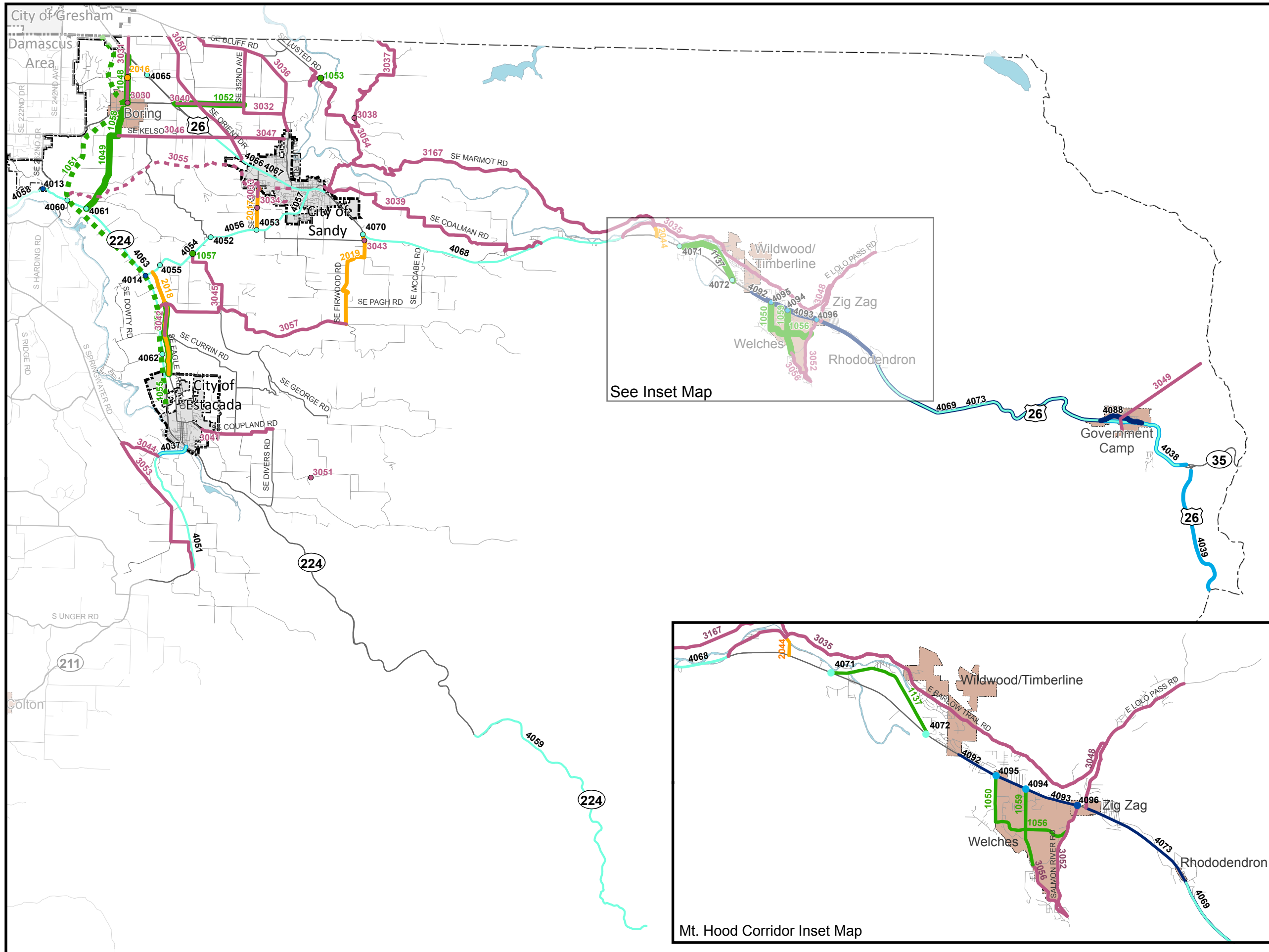
Last Amended January 18, 2017



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CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11a



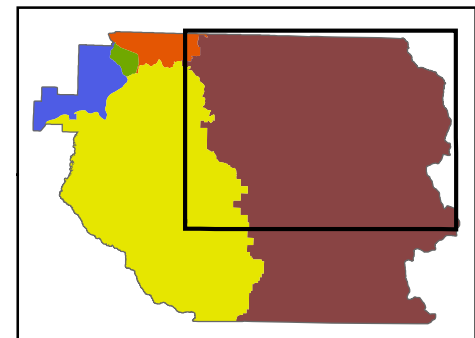
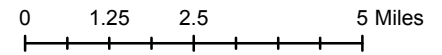
Capital Improvement Plan

East County

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

- Projects on Non-County Facilities**
- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbologies shown above

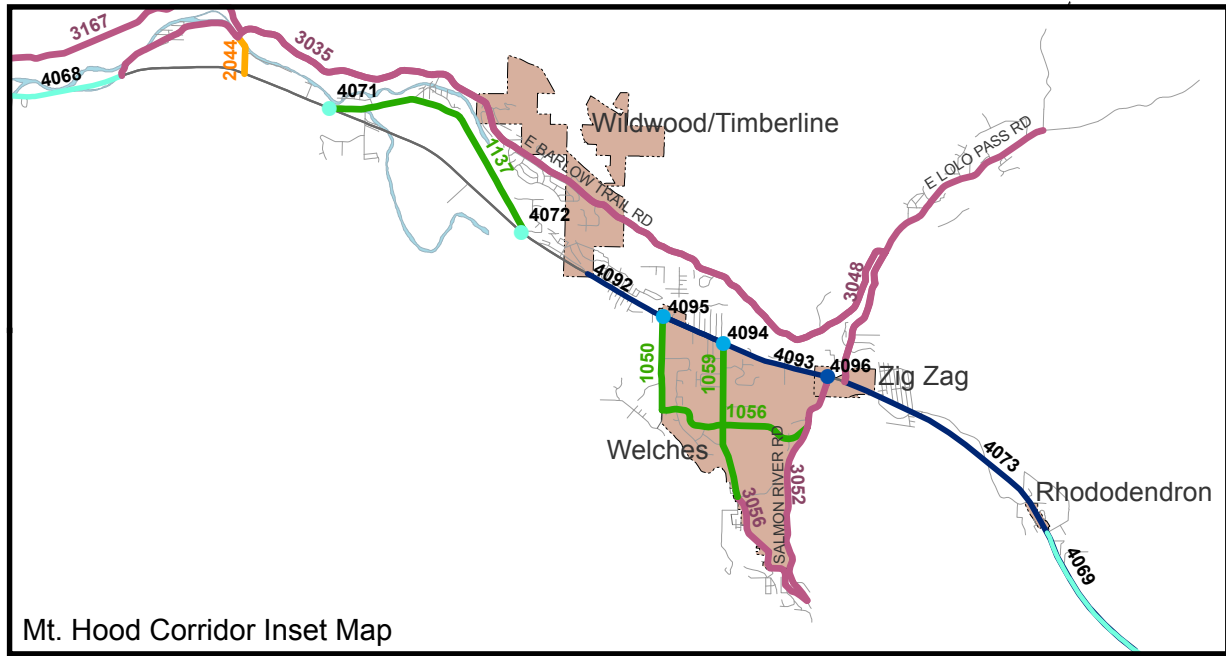


Last Amended January 18, 2017

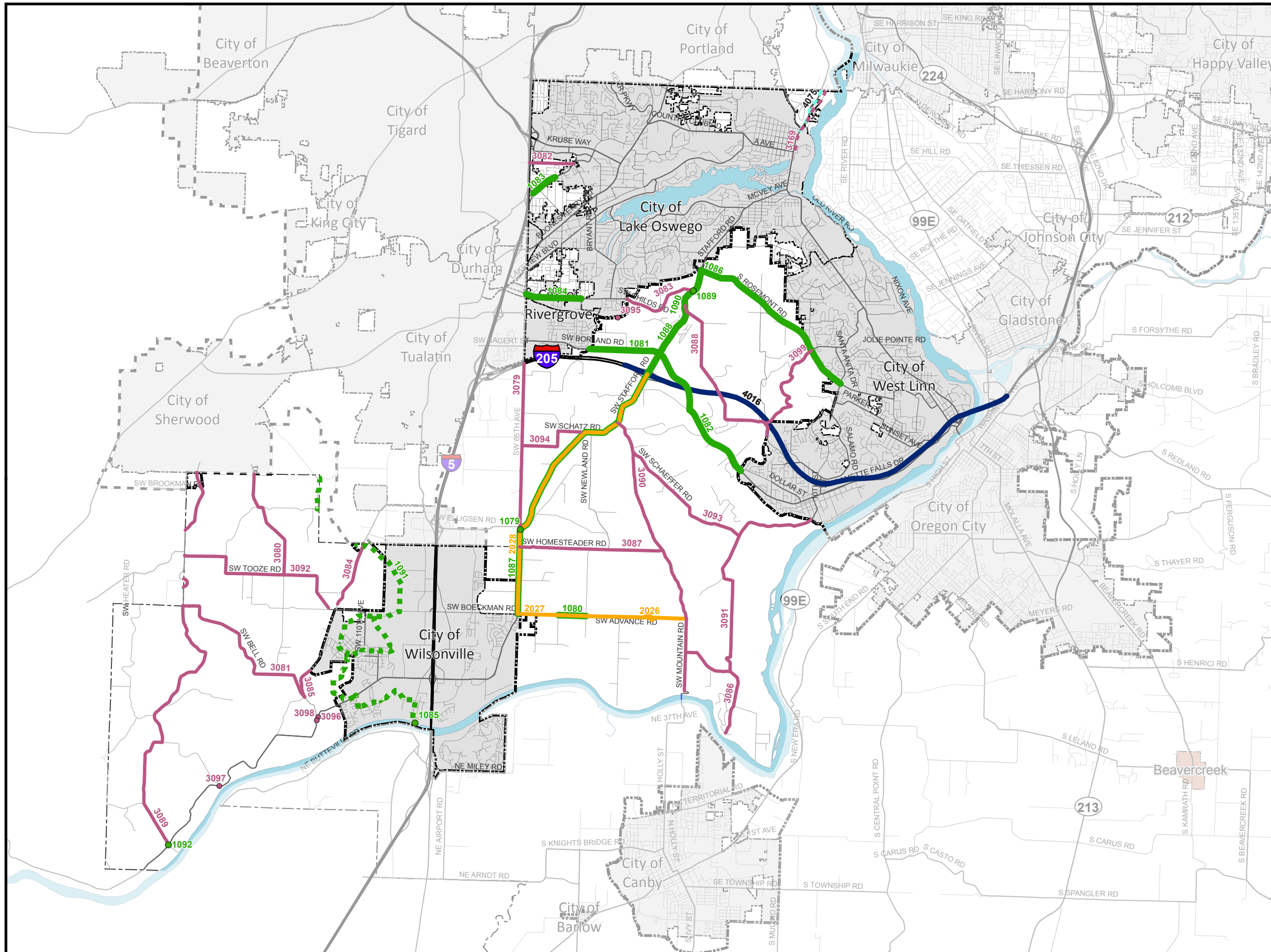


CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11b



Mt. Hood Corridor Inset Map



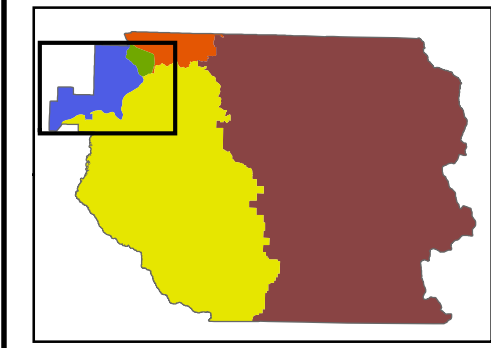
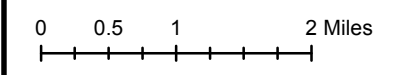
Capital Improvement Plan

Northwest County

- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

- Projects on Non-County Facilities**
- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
 - Multi-Use Path*
 - Metro Urban Growth Boundary
 - Incorporated City
- *Symbol color consistent with Priority symbologies shown above



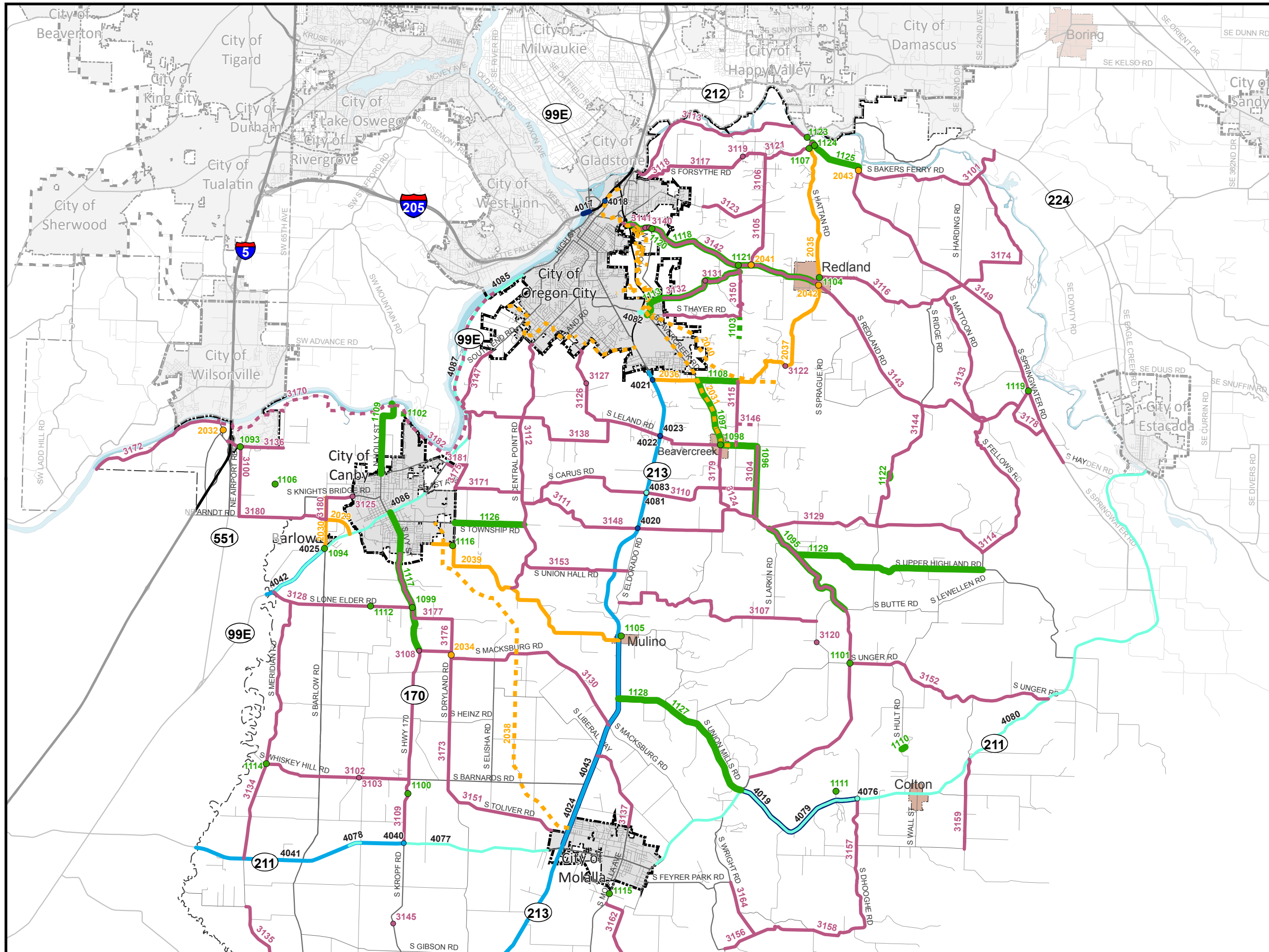
Last Amended June 1, 2015



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CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11d



Capital Improvement Plan

Southwest County - Northern Portion

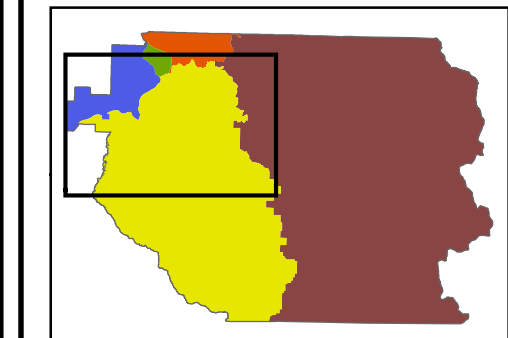
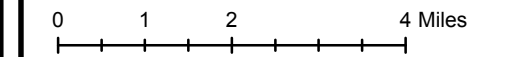
- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbolologies shown above



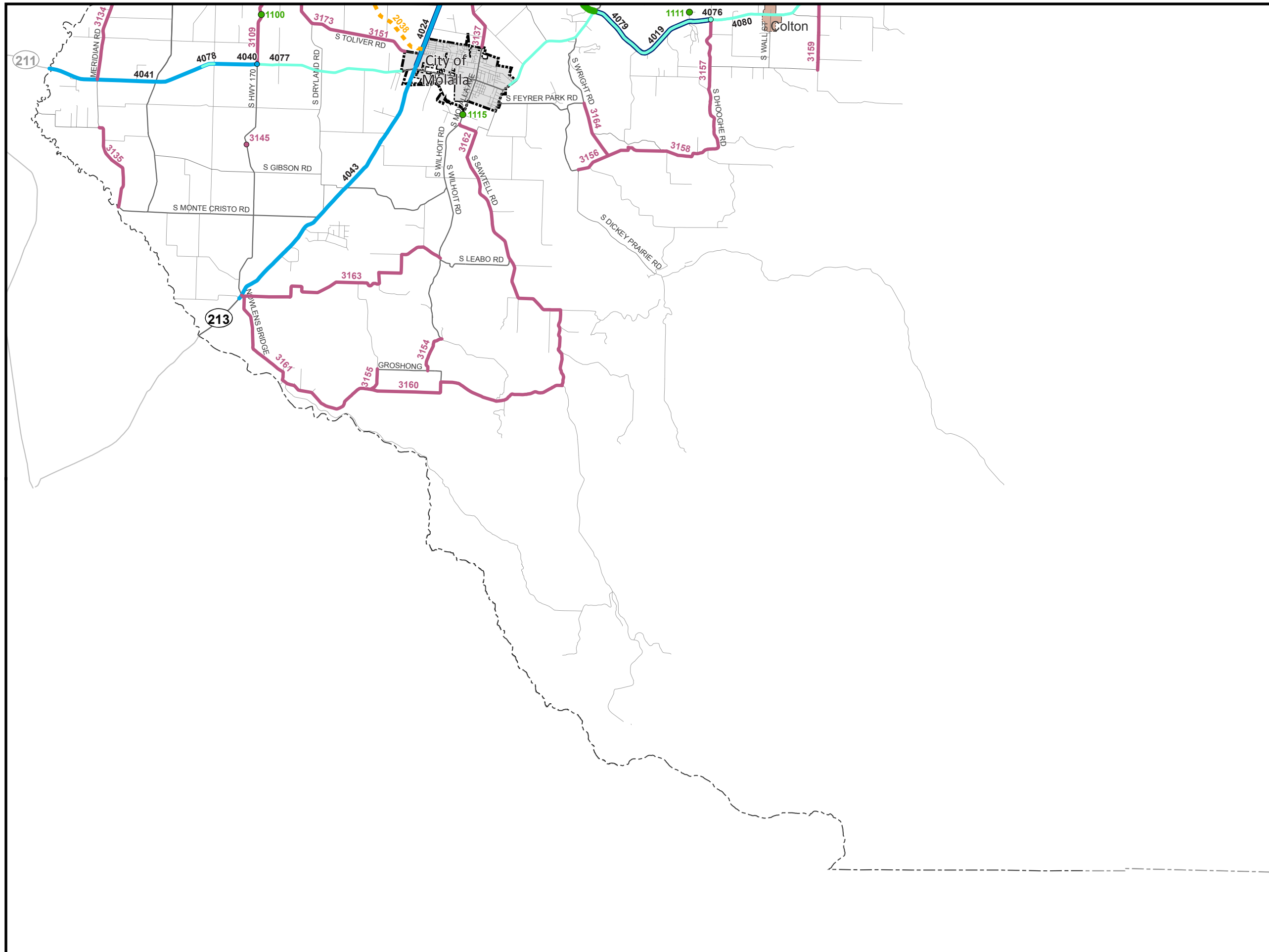
Last Amended June 1, 2015



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CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11e



Capital Improvement Plan

Southwest County - Southern Portion

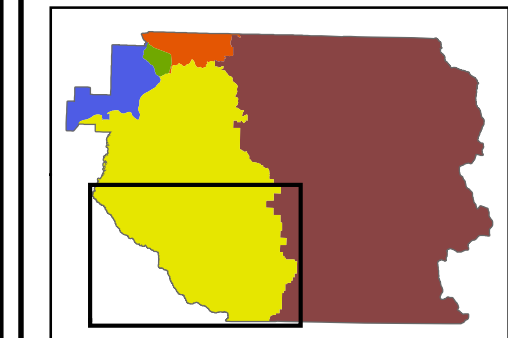
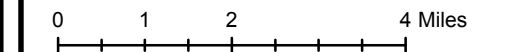
- Priority**
- 20-Year Capital Projects (Table 5-3a)
 - Preferred Capital Projects (Table 5-3b)
 - Long-Term Capital Project Needs (Table 5-3c)

Projects on Non-County Facilities

- Priority**
- High (Table 5-3d)
 - Medium (Table 5-3d)
 - Low (Table 5-3d)

- ▲ Study*
- Multi-Use Path*
- Metro Urban Growth Boundary
- Incorporated City

*Symbol color consistent with Priority symbologies shown above



Last Amended June 1, 2015



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CLACKAMAS COUNTY
COMPREHENSIVE PLAN

MAP 5-11f



Part 2

Appendix C

Preliminary Systemic Safety Analysis

Appendix C - Preliminary Systemic Safety Analysis

Systemic safety treatments are meant to be deployed at locations with identified corresponding contributing factors for fatal and severe injury crashes. These locations may, or may not, have a history of severe crashes, but have characteristics that are similar to other sites where they have occurred. The County may be able to reduce risk of fatal and severe injury crashes occurring by proactively deploying countermeasures systemically across locations with characteristics identified in the systemic screening, which is expected to be completed beyond what is contained in this appendix as a follow-up to this plan.

Part 1 of the plan identified the top seven most frequent contributing factors to fatal and serious injury crashes: Inexperienced Drivers, Roadway Departures, Aggressive Driving, Motorcyclists, Alcohol/Drugs, Senior Drivers, and Pedestrians and Bicyclists. It also identified several action items to reduce crashes in each of these areas; though it did not describe specific infrastructure treatments and locations. The systemic network screening analysis was able to use available data to further evaluate contributing factors to roadway departure and pedestrian and bicycle crashes. This appendix builds on Part 1 by describing specific infrastructure countermeasures, in addition to those programmed and planned countermeasures identified in the Part 2 report, that could be deployed systemically to reduce roadway departure crashes and crashes involving people walking and bicycling.

Systemic Screening Methodology

The systemic approach to safety is complementary to the traditional site-specific approach and the Federal Highway Administration (FHWA) recommends that agencies use both approaches¹. The objective of a systemic approach to safety is to identify countermeasures that address high-risk roadway characteristics through system-wide analysis of specific target crash types and/or severities. This method focuses on system-wide roadway characteristics, rather than specific high-crash locations. This results in the method being **particularly effective at reducing severe crashes on rural roads and involving vulnerable users** (i.e., pedestrians, bicyclists, motorcyclists)². Oftentimes agencies use the systemic approach to deploy countermeasures that are low-cost and can be readily implemented at a range of sites³. The County has systemically deployed countermeasures in the past, including the flashing yellow arrow (FYA) with pedestrian inhibit features at signalized intersections with permissive/protected left-turns.

Fatal and serious injury crashes are spread throughout the county. They do not always occur at the same locations year after year. Further, many of these severe crashes have occurred in locations with only one or two crashes over the past seven years and that may not experience another crash for several more

¹ <https://safety.fhwa.dot.gov/systemic/about.cfm>

² Walden, T.D., Lord, D., Ko, M., Geedipally, S., and Wu, L. *Developing Methodology for Identifying, Evaluating, and Prioritizing Systemic Improvements*. Traffic Operations Division, Texas Department of Transportation, August 2015.

³ Julian, F. *Systemic Approach Versus Black Spot Approach*, 2011.

years. Similarly, there will likely be severe crashes in the coming years at locations that have experienced few, if any, crashes in the past seven years. One way to proactively mitigate the risk for fatal and severe injury crashes in these low-crash locations is through the systemic approach to safety. For this plan, the systemic approach involves reviewing county-wide crash, road, and traffic data to identify roadway and traffic features that are correlated with fatal and serious injury crashes. By identifying these features, the County can deploy countermeasures to proactively mitigate them in locations where they are present, regardless of crash history at specific locations.

Crash Data

The systemic screening uses crash data from the years 2009 to 2015 provided by Clackamas County. The crash data is limited to County-owned roadways. Crash types examined in the systemic screening include:

- Fatal and Severe Injury Crashes
- Aggressive Driving Crashes
- Roadway Departure Crashes
- Pedestrian and Bicycle Crashes

Roadway and Traffic Data

Clackamas County maintains various roadway and traffic databases. This analysis is limited to complete datasets provided to the project team. Roadway and traffic data considered in this analysis includes:

- Road surface width (primarily used as a surrogate for number of lanes)
- Median width
- Speed limit
- Shoulder type
- Shoulder width

Systemic Screening Findings

The analysis found a variety of trends related to crash types, as described in detail below. Some of the most notable trends identified include:

- Roadway departure crashes are most likely to occur on higher-speed two-lane roads with limited shoulders.
- Lower speed limits are correlated to a lower frequency of severe crashes.
- Crashes involving a pedestrian or bicyclist occur most frequently on roadways with speed limits ranging from 30 mph to 40 mph.

Fatal and Severe Injury Crashes

- Lower speed limits are correlated with a lower frequency of severe crashes. (Exhibit 1)
- Two-lane roadways are more likely to have severe crashes than multilane roadways. There could be a number of confounding factors that contribute to this result, including the average speeds of the respective roads and their surrounding land-use contexts. (Exhibit 2)
- Curbed shoulders are correlated with a lower percentage of severe crashes than gravel shoulders. This is likely because curbed shoulders are more frequently found in urban street contexts where speeds are lower, while gravel shoulders are more frequently found on rural or higher-speed roadways. (Exhibit 3)
- Presence of medians was associated with a lower frequency of severe crashes; however, the width of this median is not associated with an effect on the frequency of severe crashes, but this is a small sample. (Exhibit 4)

Exhibit 1 – Crashes by Speed Limit

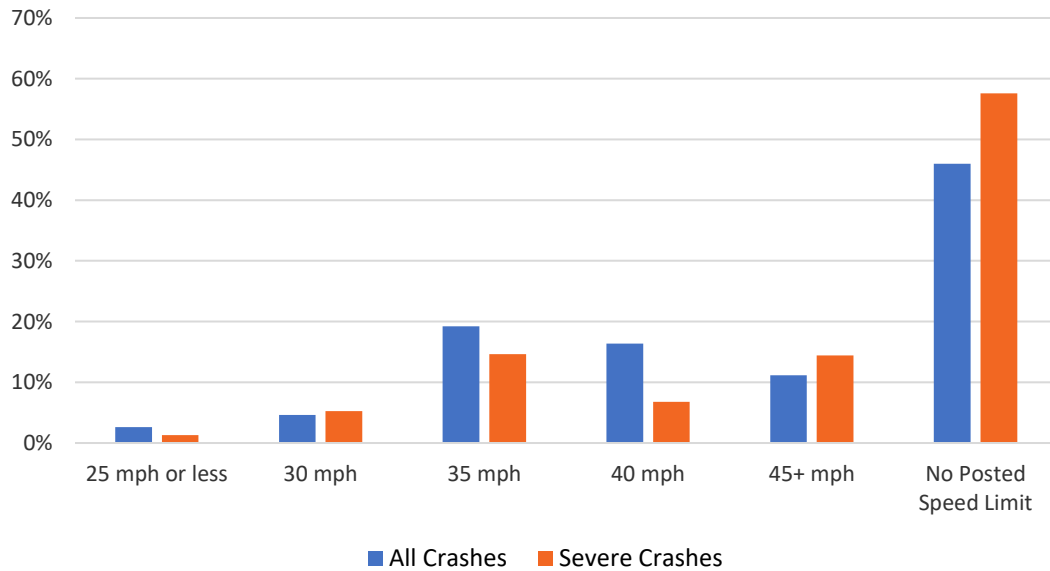


Exhibit 2 – Severe Crashes by Roadway Width

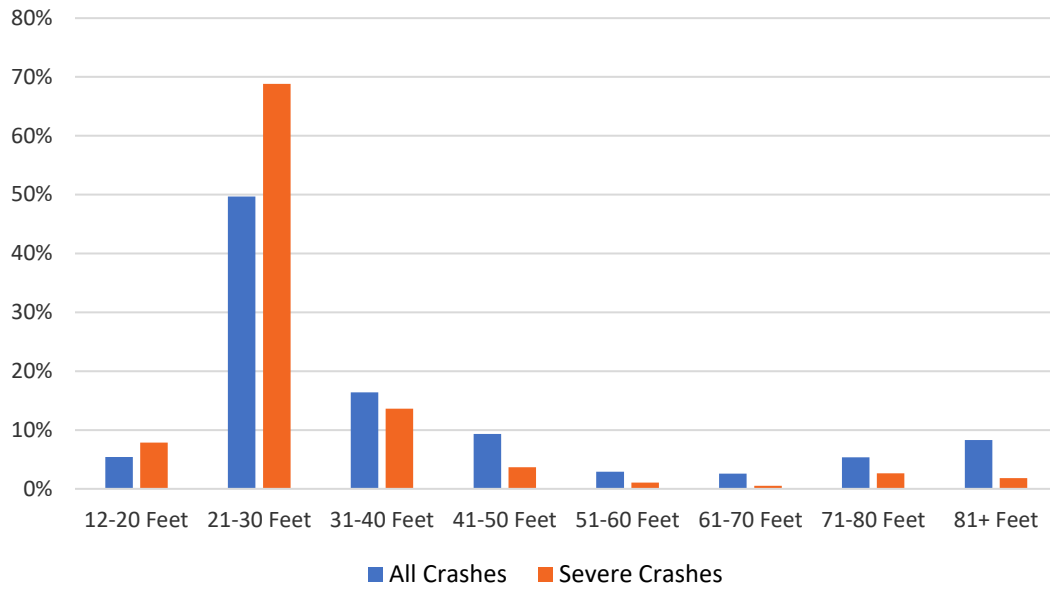


Exhibit 3 – Severe Crashes by Shoulder Type

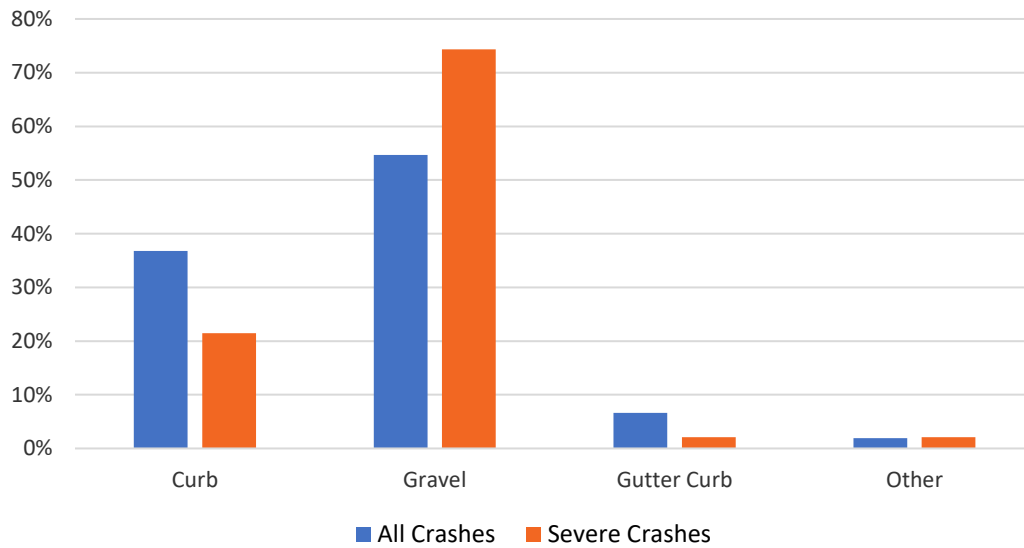
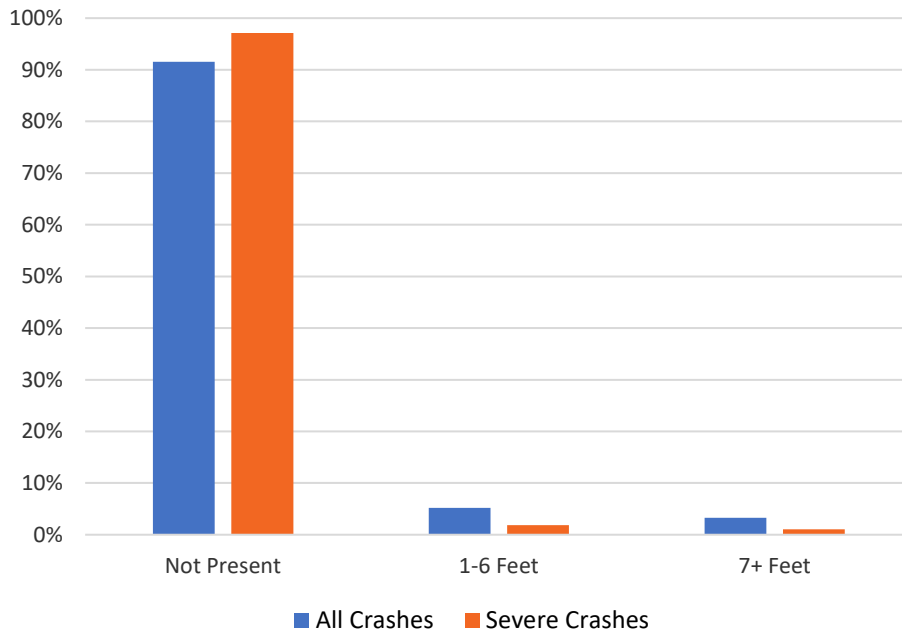


Exhibit 4 – Crashes by Median Presence



Roadway Departure Crashes

- Crashes are most likely to involve a roadway departure at speed limits of 45 miles per hour or greater or on roads without speed limits (most roads in the County do not have posted speed limits). (Exhibit 5)
- **Wider shoulders are correlated with a lower probability that crashes involve roadway departure.** (Exhibit 6)
- A similar trend is seen with surface widths: 20- to 29-foot surface widths (most two-lane roadways have these measurements) are correlated with a higher probability that crashes involve roadway departure. (Exhibit 7)
- **Given the above, it appears that roadway departure crashes are most likely to occur on higher-speed two-lane roads with limited shoulders.**

Exhibit 5 – Roadway Departure Crashes by Speed Limit

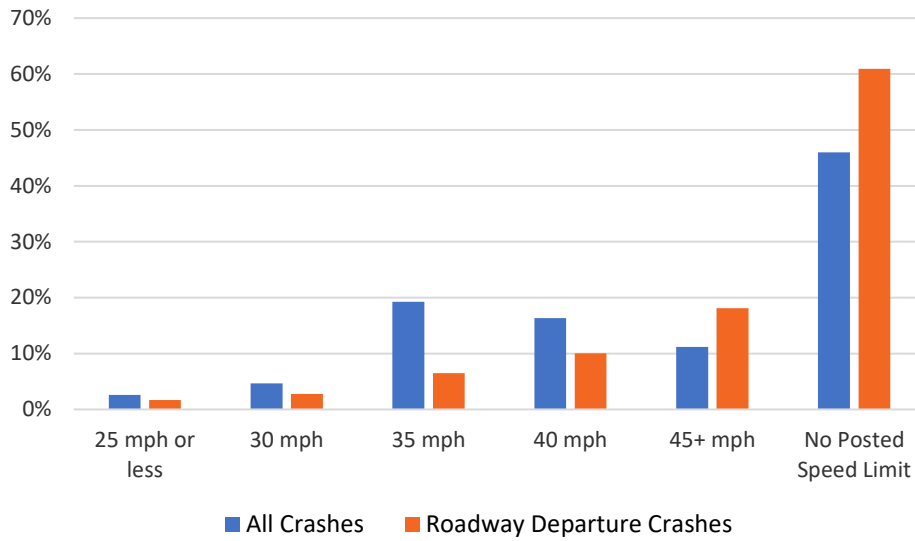


Exhibit 6 – Roadway Departure Crashes by Shoulder Width

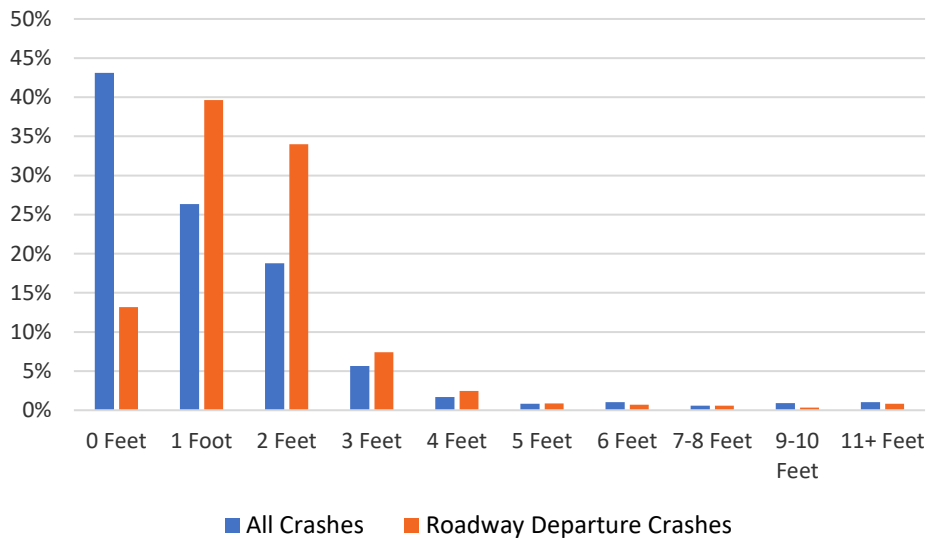
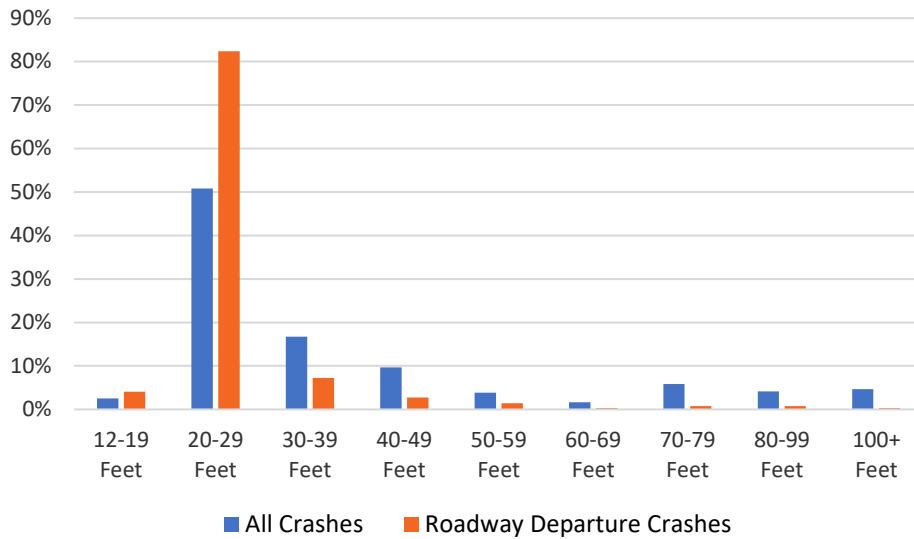


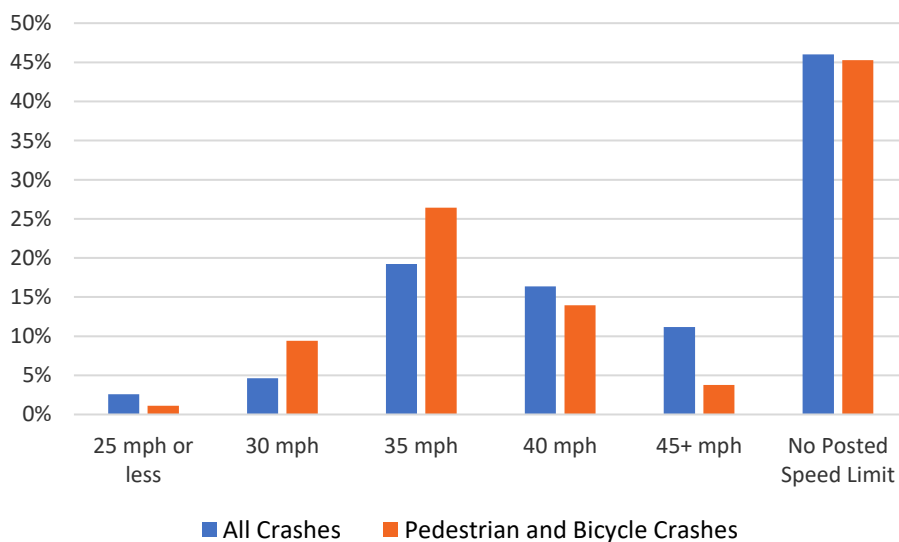
Exhibit 7 – Roadway Departure Crashes by Surface Width



Pedestrian or Bicyclist Crashes

- Crashes involving a pedestrian or bicyclist occur most frequently on roadways with speed limits ranging from 30 mph to 40 mph or no posted speed limit (most roads in the County do not have posted speed limits). (Exhibit 8) This indicates that focusing on these roadways for improved crossings, reduced speeds, or additional pedestrian and bicycle infrastructure could provide the greatest return in terms of reducing pedestrian and bicycle crashes.

Exhibit 8 – Pedestrian and Bicycle Crashes by Speed



Aggressive Driving Crashes

- Crashes on roads with wider surface widths (i.e., more lanes) are more likely to involve aggressive driving. (Exhibit 9)

- A crash is more likely to involve aggressive driving on streets with posted speed limits, which are more likely to be in developed areas and not in residential neighborhoods. (Exhibit 10)

Exhibit 9 – Aggressive Driving Crashes by Surface Width

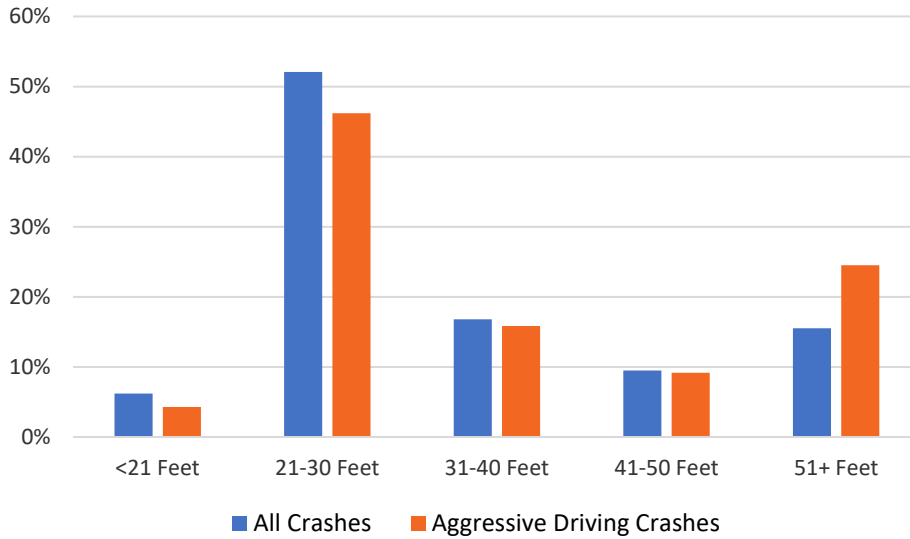
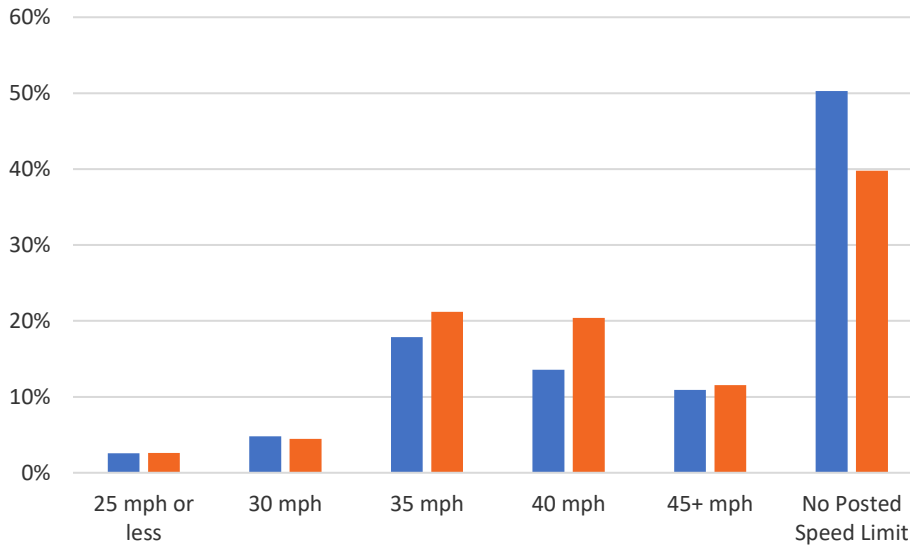


Exhibit 10 – Aggressive Driving Crashes by Speed Limit



Priority Locations

As described above, the systemic network screening analysis identified the following as priority locations for systemic treatments:

- Roadway Departure Crashes – Two-lane, rural roads with limited shoulders (i.e., less than four feet wide) and speeds of 45 miles-per-hour (MPH) or greater. These locations are shown in Figure C-1.

- Bicycle and Pedestrian Crashes – Roads with speeds of 30 MPH or greater. Further priority could be given to urban areas near likely generators of walking and biking activity. Urban roads with speeds of 30 MPH or greater are shown in Figure C-2.

Systemic Countermeasures Tool Box

The following countermeasures could be deployed systemically at locations with contributing factors identified in the Systemic Screening section. These countermeasures can be installed as part of safety-focused projects, as part of capital projects, or, in some cases, as part of routine maintenance work (e.g., installing shoulder rumble strips when repaving a higher speed two lane road with narrow shoulders if the surrounding land-use context is appropriate,).

Roadway Departure Crashes

Table 4 shows countermeasures the County could deploy systemically to reduce roadway departure crashes. These come from ODOT’s ARTS Program.

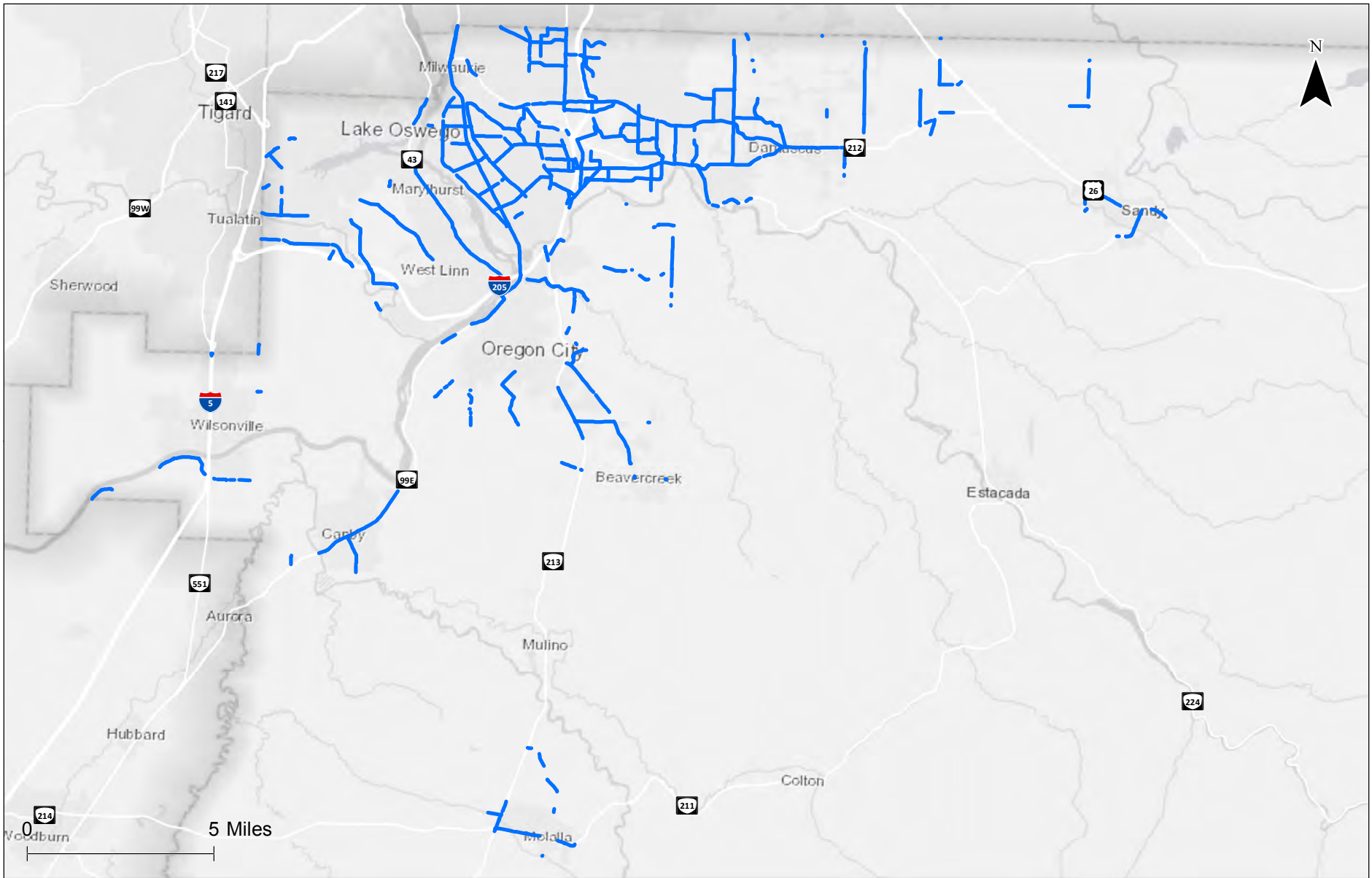
Table 4. Systemic Countermeasures

Treatment	Crash Patterns Addressed	Crash Reduction Factor
Shoulder Widening	All	18%
Rumble Strips	Severe Crashes	22%
Guardrail	Severe Run off the Road Crashes	47%
Post-Mounted Delineators on Curves	Curve Crashes at Night	30%
High-Friction Surface Treatments	Wet Road Crashes	57%

ODOT’s ARTS programs contains other roadway departure focused countermeasures that may also be applicable. Further, ODOT completed a statewide roadway departure plan, *Oregon Roadway Departure Implementation Plan Update*, in 2017, that identifies locations in Clackamas County for roadway departure focused treatments.

Bicycle/Pedestrian Crashes

Part 1 contains action items to reduce the frequency and severity of crashes involving people walking and biking. The infrastructure related items in Part 1 are broadly targeted at providing appropriate crossing treatments and separation between motor vehicles and people walking and biking and selecting and designing for appropriate speeds on streets where people are likely to be walking and biking. Building off these action items and the systemic screening analysis described above, the following are countermeasures the County could deploy systemically to reduce bicycle and pedestrian crashes. Most of these come from ODOT’s ARTS Program:



**Systemic Countermeasure Deployment
Urban Roads with Speed Limits between 30 MPH and 45 MPH
Clackamas County, Oregon**

Figure
C - 2

H:\2020\20716 - Clackamas County Safety Plan Update\Task 6\Systemic Locations\Systemic Deployment Locations - Pedbike.mxd - bgraveline - 1:33 PM 11/13/2018

- Provide an appropriate level of separation between people driving and biking based on roadway and traffic characteristics through bike lanes, buffered bike lanes and cycle tracks. The Clackamas County Active Transportation Plan⁴ provides a toolkit for determining the most suitable bicycle facility for a roadway based on its functional classification, motor vehicle speed, and motor vehicle volume.
- Provide sidewalks along roads to separate people walking and people driving
- Install enhanced crossing treatments at unsignalized intersections where warranted, such as:
 - Rectangular rapid flashing beacons
 - Pedestrian refuge islands
 - Crosswalk markings and signs
 - Curb extensions
 - Pedestrian hybrid beacons
- Implement signal timing and phasing treatments at signalized intersections where warranted, such as:
 - Leading pedestrian interval
 - No pedestrian phase feature with flashing yellow arrow (County has done this at many locations already)
 - Bike signals

Applying Systemic Countermeasures to Priority Locations

Additional screening analyses will be completed to further screen the County road network using the data described above and additional data provided by the County, such as traffic volumes and the presence of advisory signs. This effort will follow the process described in Part 2 for both roadway departure crashes and pedestrian and bicyclist crossings. During this process, each criterion will be assigned a point scale (e.g., for shoulders this could be 5 points for no shoulder, 4 points for a one foot shoulder, 3 points for a two-foot shoulder, 2 points for a three-foot shoulder, 1 point for a four-foot shoulder and no points for shoulders wider than 4 feet).

⁴ <https://digital.osl.state.or.us/islandora/object/osl%3A42188>

July 11, 2019

Board of Health
Clackamas County

Members of the Board:

Blueprint for a Healthy Clackamas County

Purpose/Outcomes	Staff from the Public Health Division will present an update on the Blueprint for a Healthy Clackamas County.
Fiscal Impact	NA
Funding Source	NA
Duration	10 minutes
Previous Action	The Board of County Commissioners adopted the Blueprint for a Healthy Clackamas County as County policy in 2018.
Strategic Plan Alignment	1. Sustaining public health and wellness. 2. Ensuring safe, healthy, and secure communities
Counsel Review	n/a
Contact Person	(Primary) Richard Swift, RSwift@clackamas.us , 503.650.5694 (Secondary) Julie Aalbers, Julieaal@co.clackamas.us , 971.284.1976
Contract No.	NA

BACKGROUND

The Blueprint for a Healthy Clackamas County is a comprehensive and community-based approach to improve the health and quality of life for Clackamas County residents, and includes three core components:

- Blueprint Plan – The Blueprint for a Healthy Clackamas County plan is the County’s Community Health Improvement Plan (CHIP) that coordinates, connects, and aligns priorities for collective partnerships that improve the health and quality of life for area residents. The Plan is required by state and federal law for accreditation.
- Blueprint Grants – The Blueprint for a Healthy Clackamas County grants provide support for community-led programs that reduce poverty, raise awareness, and develop long-term strategies to ensure a healthier Clackamas County. Funded projects focus on one or more of the following goals: Access to Health Care & Human Services; Culture of Health; and Healthy Behaviors.
- Blueprint Website – The Blueprint for a Healthy Clackamas County website (<http://www.blueprintclackamas.com/>) is a platform to access health-related data and join a topic-based action group.

The presentation will update the Board of Health on progress related to the Blueprint for a Healthy Clackamas County’s three core components.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

Blueprint for a Healthy Clackamas County Community Grant Awards for 2019 - 20220

Grants are made available to develop or enhance projects that work to implement the identified goals, objectives and strategies within the Blueprint for a Healthy Clackamas County community health improvement plan. We are excited to announce this year's grant awards and look forward to the implementation of the projects that increase equitable access to resources, opportunities and environments that maximize the health of our communities.

Organization	Amount	Project Description	Health Equity Zone
AntFarm	\$8,890	Teach, support, and engage community members in healthy choices.	Oregon Trail
Clackamas County Children's Commission	\$18,121	Partner with Oregon Food Bank to build school pantries at Canby and Sandy Head Start and host monthly free food market at Barlow Center.	Canby, Oregon Trail
Clackamas Service Center	\$10,000	Expand capacity to align service providers and reduce barriers to program access for houseless.	North Clackamas
Gladstone Food Pantry	\$20,000	Increase local access to healthy food and care-coordination.	Gladstone, North Clackamas, Oregon City
Growing Gardens	\$12,930	Provide home gardening resources in English/Spanish to low-income households.	North Clackamas, Oregon City
Molalla Communities That Care	\$21,889	Deliver culturally relevant emergency preparedness information to Spanish residents.	Molalla River
Neighborhood Economic Development Corporation (NEDCO)	\$7,500	Support youth in maintaining stable housing and connection to services.	Oregon City
Northwest Family Services	\$14,117	Assist Latin community in diabetes prevention.	Canby, Gladstone, North Clackamas, Oregon City
Oregon Food Bank	\$19,500	Pilot free food market and culturally responsive food distribution.	Colton
Oregon Trail School District	\$50,000	Create a fitness center at Cedar Ridge Middle School.	Oregon Trail
Project Access NOW	\$20,000	Connect and align services and provider for individuals and families living with dual diagnosis of diabetes and behavioral health conditions	Gladstone, North Clackamas, Oregon City
Todos Juntos	\$13,053	Introduce nutritional and physical activity utilizing the Coordinated Approach to Child Health (CATCH) in six rural schools.	Canby, Estacada, Molalla River, Oregon Trail
Total Grant Award Funding:	\$216,000		

Blueprint for a Healthy Clackamas County



What is the Blueprint for a Healthy Clackamas County?

The Blueprint for a Healthy Clackamas County is our version of the required Community Health Improvement Plan – a plan focused on partners working together to assure residents enjoy equitable access to resources, opportunities and environments that maximize the health of their communities.

It puts community needs into action by prioritizing the external work Clackamas County Public Health conducts with partners and projects that are funded (via Blueprint Community Grants).

Blueprint for a Healthy Clackamas County

Assessment of Community Needs

(2017 Clackamas County Community Health Assessment)

Blueprint for a Healthy Clackamas County

(focused community health improvement activities within Health Equity Zones)

Access to Health Care & Human Services

- Increase Utilization of Services
- Improve Quality
- Transportation

Culture of Health

- Early Childhood Development
- Food Insecurity
- Housing

Healthy Behaviors

- Heart Disease & Diabetes
- Substance Use/Abuse & Suicides

Blueprint Community Grants: Access to Health & Human Services

Organization	Project Description
Clackamas Service Center	Expand capacity to align service providers and reduce barriers to program access for houseless.
Project Access NOW	Connect and align services and provider for individuals and families living with dual diagnosis of diabetes and behavioral health conditions.
Molalla Communities That Care AC	Deliver culturally relevant emergency preparedness information to Spanish residents.

Blueprint Community Grants: Culture of Health

Organization	Project Description
Clackamas County Children's Commission	Partner with Oregon Food Bank to build school pantries at Canby and Sandy Head Start and host monthly free food market at Barlow Center.
Gladstone Food Pantry	Increase local access to healthy food and care-coordination.
Neighborhood Economic Development Corporation	Support youth in maintaining stable housing and connection to services.
Oregon Food Bank	Pilot free food market and culturally responsive food distribution.

Blueprint Community Grants: Healthy Behaviors

Organization	Project Description
AntFarm	Teach, support, and engage community members in healthy choices.
Growing Gardens	Provide home gardening resources in English/Spanish to low-income households.
Northwest Family Services	Assist Latin community in diabetes prevention.
Oregon Trail School District	Create a fitness center at Cedar Ridge Middle School.
Todos Juntos	Introduce nutritional and physical activity utilizing the Coordinated Approach to Child Health (CATCH) in six rural schools.

WWW.BLUEPRINTCLACKAMAS.COM



**Get
informed**



**Get
connected**



**Take
action**

BLUEPRINT

**FOR A HEALTHY
CLACKAMAS COUNTY**

Community Dashboards

Children Living Below Poverty Level

Select a Census Place ▼

Measurement Period: 2013-2017 ▼

Filter: none (all Census Places)

This indicator shows the percentage of people under the age of 18 who are living below the federal poverty level.

Why is this important?

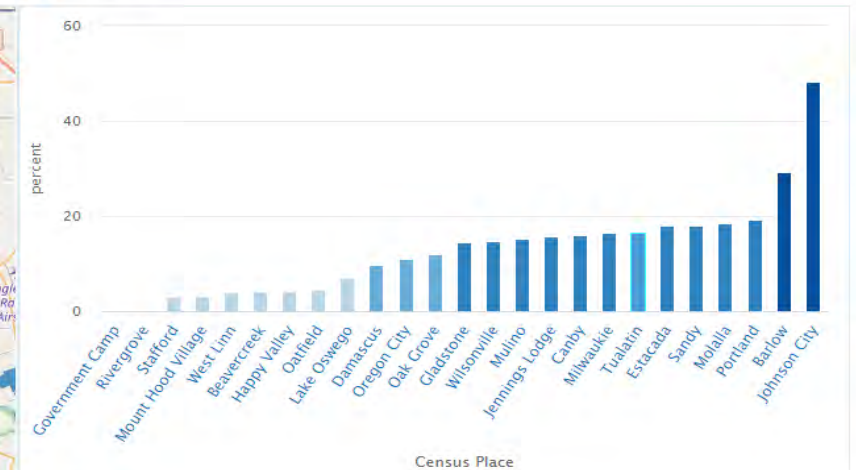
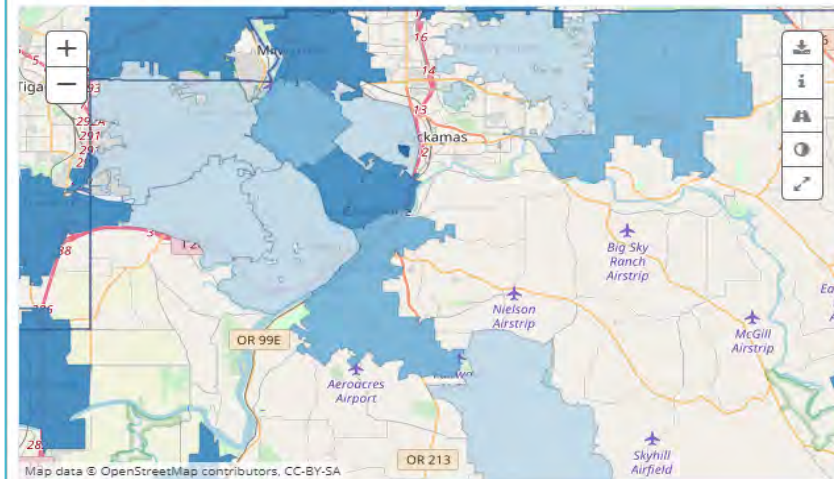


Family income has been shown to affect a child's well-being in numerous studies. Compared to their peers, children in poverty are more likely to have physical health problems like low birth weight or lead poisoning, and are also more likely to have behavioral and emotional problems. Children in poverty also tend to exhibit cognitive difficulties, as shown in achievement test scores, and are less likely to complete basic education.

COUNTY **CENSUS PLACES** ZIP CODES CENSUS TRACTS

SELECT A COMPARISON

Grouped OR Census Places U.S. Census Places OR State Value U.S. Value Prior Value



Census Place	Source	Measurement Period	Percent
Government Camp	American Community Survey	2013-2017	0.0%

Action Groups & Tracking Progress



PRIORITY AREA
Access to Care

Access to health care and human services improves both individual and community health. This includes prevention and treatment services for physical, behavioral and oral health as well as support services, such as transportation, food assistance, childcare and assistance enrolling in and using health insurance. Health departments and other members of the public health system link people to needed services, ensure delivery of health care and an able workforce and evaluate the effectiveness, accessibility and quality of these services.

County: Clackamas
(Compared to OR State Value)

- Primary Care Provider Rate
- Adults with a Usual Source of Health Care
- Children with Health Insurance: 0-17
- Dentist Rate

PRIORITY AREA
Culture of Health

A Culture of Health, a concept created by the Robert Wood Johnson Foundation, is a vision where everyone has a fair and just opportunity to be as healthy as possible. The exact definition of a Culture of Health can look different to many people, but at its core, it must encompass a wide variety of beliefs, customs, and values, so it fully reflects the community it represents.

In order to create a Culture of Health, the following four action areas must work in coordination with the other, not alone: (1) make health a shared value; (2) foster cross-sector collaboration to improve well-being; (3) create healthier, more equitable communities; and (4) strengthen integration of health services and systems.

County: Clackamas
(Compared to OR State Value)

- Renters Spending 30% or More of Household Income on Rent
- Food Insecurity Rate
- Child Food Insecurity Rate
- Consumer Expenditures: Childcare

PRIORITY AREA
Healthy Behaviors

Healthy Behavior is influenced by the social, cultural and physical environments in which we live, work, and play. It is shaped by individual choices and external

- Adults with Diabetes
- Adults who Smoke
- Frequent Mental Distress
- Adult Fruit and Vegetable Consumption

Action Groups About Login Contact Register English Spanish Russian Vietnamese

Physical Environments and Transportation (Access to Care)
2 days ago

Working to ensure residents have equitable access to transportation options and improving physical environments to best support health and wellness

PUBLIC GROUP

Homeless Veteran Outreach
7 days ago

This group is a place to help connect Veterans you meet with services, share services, and share/find information.

PUBLIC GROUP

Early Childhood Development (Culture of Health)
8 days ago

How can we work towards ensuring that all Clackamas County families with children, ages 0-5, are engaged in high quality early learning experiences and are connected to comprehensive health care services?

PUBLIC GROUP

Access to Care

Housing (Culture of Health)
8 days ago

Clackamas County will

Access to Care

Next Steps

- Continued development of www.blueprintclackamas.com
- Fall 2019 – Winter 2020: Community outreach & convening of partners within Health Equity Zones
- Quarterly convening of grantees & Blueprint Committee to coordinate and advance plan's implementation
- Further alignment with MFR / Performance Clackamas
- Explore opportunities to further coordinate Blueprint and County Small Grants Program

October 11, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Sub-recipient Professional Services Agreement with Outside In, Inc. for
HIV Testing and Counseling Services

Purpose/Outcomes	Provide HIV testing, counseling, and outreach to Clackamas County population.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$23,757.
Funding Source	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
Duration	Effective July 01, 2019 and terminates on June 30, 2020
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on
Contact Person	Richard Swift, Public Health Director – (503) 655-8479
Contract No.	9258

BACKGROUND:

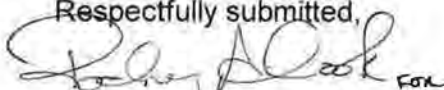
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Sub-recipient Professional Services Agreement with Outside In, Inc. for HIV Testing and Counseling Services. The County receives funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Outside In, Inc. to manage the HIV program. This Agreement is retroactive due to an extensive review of scope of work with Program Management and Outside In, Inc. to ensure we were meeting the needs of the program element and the requirements of the grant.

This Agreement has a maximum value of \$23,757. This Agreement is effective July 1, 2019 and continues through June 30, 2020.

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, and Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-012**

Project Name: **HIV Testing – Contract #9258**
Project Number: **40063**

This Agreement is between **Clackamas County**, a political subdivision of the State of Oregon, acting by and through its Department of Health, Housing and Human Services, Public Health Division ("COUNTY") and **Outside In, Inc.** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: **Sherry Olson**

Program Manager: **Anna Summer**

Clackamas County – Public Health Division
2051 Kaen Road, Suite 367
Oregon City, OR 97045
Phone: (503) 742-5342
Email: SOlson4@co.clackamas.or.us

Clackamas County – Public Health Division
2051 Kaen Road, Suite 367
Oregon City, OR 97045
Phone: (503) 742-5382
Email: ASummer@co.clackamas.or.us

Subrecipient Data

Finance/Fiscal Representative: **Bonnie Ross**

Program Representative: **Haven Wheelock**

Outside In, Inc.
1132 SW 13th Ave
Portland, OR 97205
Phone: 503-535-3803
Email: bonnier@outsidein.org

Outside In, Inc.
1132 SW 13th Ave
Portland, OR 97205
Phone: 503-535-3826
Email: havenw@outsidein.org

DUNS: 867947061

RECITALS

1. COUNTY has an Intergovernmental Agreement ("IGA") for the Financing of Public Health Services through its Public Health Division, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County ("LPHA") and the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium period 2019-2021. SUBRECIPIENT desires to partner with COUNTY to fulfill the objectives of such IGA, which includes Program Element 07 for HIV Prevention Services. Funds provided under this Agreement for such Program Element may only be used in accordance with and subject to the requirements and limitations for the following services and appropriate costs associated with the delivery of such services (Services):
 - a. Confidential HIV counseling, rapid testing, and referral services;
 - b. Other HIV prevention services with evidence of effectiveness to identified high-risk populations in COUNTY's service area; and
 - c. Structural activities that facilitate the delivery of HIV prevention services to high-risk populations in COUNTY's service area.

2. Priority populations for service focus in Oregon are identified in the current Integrated HIV Prevention and Care Plan Guidance found at: <https://hab.hrsa.gov/sites/default/files/hab/Global/hivpreventionplan062015.pdf>. Funds awarded

under this Agreement may only be expended on Services included in COUNTY's HIV Prevention Program Model Plan that has been approved by the Department of Human Services ("DHS") HIV Prevention Program, with an emphasis focused predominantly on services for the high-risk populations identified above.

3. Project description: Expand HIV client-centered counseling, testing and referral services ("CTRS") and continue to provide outreach to CTRS to sexual and social networks of men who have sex with men ("MSM") and other priority populations who reside in Clackamas County.
4. This Grant Agreement of Federal 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 Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program 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 2019-2020 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority for the Financing of Public Health Services and the U.S. Department of Health and Human Services, that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations*, Part 74. A copy of the applicable sections of the grant award has been provided to SUBRECIPIENT by COUNTY. A complete copy of the 2019-2020 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority will be provided upon request by SUBRECIPIENT. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2020 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, **CFDA No. 93.940** issued to COUNTY by the State of Oregon issued to the State of Oregon by the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount that COUNTY will pay is **\$23,757**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or

amended, in any manner whatsoever, except by written instrument signed by both parties.

SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that \$128,845 in Federal Funds have been obligated to COUNTY on this award, subject to conditions contained in the Intergovernmental Agreement referenced in paragraph 3 and 4. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - f) **Match.** Matching funds are not required for this Agreement.

- g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all equipment with remaining value over \$5,000 and residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **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 three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for contained in the State of Oregon Grant Intergovernmental Agreement, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY'S right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **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.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - Procure a commercial sex act during the period of time the award is in effect; or
 - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this

Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to 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.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **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 and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **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, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 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, elected officials, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **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.

- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **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.
 - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
 - e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
 - f) **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.
 - g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - h) **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.
 - i) **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.
 - j) **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.

- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference are incorporated herein.

- **Exhibit A:** SUBRECIPIENT Statement of Program Objectives
- **Exhibit B:** SUBRECIPIENT Program Budget
- **Exhibit C:** Congressional Lobbying Certificate
- **Exhibit D:** Required Financial Reporting
- **Exhibit D.1** SUBRECIPIENT Reimbursement Request
- **Exhibit E:** Quarterly Performance Reports and State of Oregon HIV Prevention Program Workbook for FY2019
- **Exhibit F:** Final Financial Report
- **Exhibit G:** Residual Supplies Inventory
- **Exhibit H:** Business Associate Agreement

Signature page follows

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

CLACKAMAS COUNTY

OUTSIDE IN INC

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humbertson
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board,

Patricia
Patron

Digitally signed by Patricia Patron
DN: cn=Patricia Patron, o=Outside In,
ou, email=pat@clack@outsideln.org,
c=US
Date: 2019.06.20 17:03:27 -07'00'

By: _____
Richard Swift, Director
Health, Housing and Human Services

By: _____
Patricia Patrón, Executive Director

Dated: _____

Dated: 6/20/2019

By: _____
Recording Secretary

Dated: _____

Approved to Form

By: _____
County Counsel

Dated: 6/24/19

EXHIBIT A

OUTSIDE IN SCOPE OF WORK FOR HIV TESTING

Background:

This work will be conducted to accomplish, in part, the following strategies for HIV Prevention (Program Element 7) CDC HIV Prevention & Surveillance Integrated Grant 2018-2022:

- ❖ Identify person with HIV infection or uninfected persons at risk for HIV infection which includes:
 - HIV testing
 - Partner Services
 - Data-to-care
- ❖ Comprehensive prevention services for HIV-negative persons at risk for HIV infection that includes:
 - PrEP/nPEP referrals and navigation

Section I: Scope of Work

A. SUBRECIPIENT agrees to the following:

1. Conduct confidential HIV Testing Clinics as described below:
 - a. Clackamas Service Center 2 times per week (Days and times to be determined by mutual agreement of both parties.)
 - b. The Founders Clinic 1 time per week (Days and times to be determined by mutual agreement of both parties.)
 - c. Conduct a minimum of 50 HIV tests annually targeting people who inject drugs.
 - i) SUBRECIPIENT shall direct services to people who inject drugs and other affected populations known through local epidemiology to be at disproportionate risk for HIV infection. SUBRECIPIENT shall use the Oregon Integrated HIV Prevention and Care Plan 2017 – 2021 plan and local epidemiological data to guide decisions. All oversight, quality assurances, liability and other processes for the provision of HIV testing and counseling are the sole responsibility of SUBRECIPIENT.
 - d. Offer same day confirmatory HIV testing to individuals testing positive to rapid preliminary testing.
2. Partner Services facilitation to ensure linkage to medical care / support services and to support the notification of sex and needle-sharing partners.
 - a. SUBRECIPIENT shall comply with Oregon disease reporting guidelines and inform clients with positive HIV test results that their health department will

contact them to offer help with partner services and linking to care. Per investigative guidelines, COUNTY requires that individuals with preliminary positive HIV rapid tests who refuse same day confirmatory testing be reported.

- b. SUBRECIPIENT shall refer HIV confirmatory positive clients and preliminary positive clients declining confirmatory testing to COUNTY Partner Services program. A referral system will be mutually established by SUBRECIPIENT and COUNTY. In collaboration with COUNTY, SUBRECIPIENT shall ensure linkage into medical care and supportive services.
3. Provide education around Pre-Exposure Prophylaxis ("PrEP") and Nonoccupational Post Exposure Prophylaxis ("nPEP") awareness with persons at risk to prevent acquisition of HIV.
4. Ensure all non-licensed team members conducting HIV testing have received trainings as required by the Oregon Health Authority HIV/STD/TB Program.
5. Routinely and with 95% accuracy collect and enter required variables into data system housed and managed by Multnomah County Public Health.
6. Provide agency level medical oversight and medical authorization of non-licensed employees.
7. Obtain and maintain a Clinical Laboratory Improvement Amendments ("CLIA") certificate of waiver for rapid HIV.
8. Submit a monthly numbers report and quarterly narrative report to COUNTY.
9. SUBRECIPIENT shall comply with Oregon Health Authority HIV/STD/TB Program ("OHA/HST") revised data management guidelines short-term plan and pending finalized plan.
10. If SUBRECIPIENT is contacted by the media for information regarding the services under this contract, the SUBRECIPIENT is required to notify Anna Summer (503-742-5382) to discuss the most appropriate response. Contact shall be made by telephone the same business day or the following business day if after hours.

B. COUNTY agrees to:

1. Arrange SUBRECIPIENT access to no cost Oregon State Public Health Laboratory standard and confirmatory HIV testing.
 - a. <https://apps.state.or.us/Forms/Served/le0042p.pdf> On-line fillable Oregon State Public Health Laboratory Form.
2. Prioritize access to Partner Services for clients testing HIV confirmatory positive.

3. Provision of local and relevant (as mutually determined between both parties) data to support this Scope of Work.
4. Disease Intervention Specialist (“DIS”) staff time to collaborate and plan to accomplish this Scope of Work.
5. Infectious Disease Control and Prevention management time to provide oversight and support this Scope of Work.

C. CONTRACTOR reporting requirements:

1. Quarterly Workbook completion and submitted to Clackamas County Public Health Infectious Disease Control Program (“CCPH IDCP”) by the following dates: October 15, 2019; January 15, April 15, and July 15, 2020.
2. Quarterly management check-in meetings to review deliverables - dates to be scheduled between SUBRECIPIENT and CCPH IDCP management during week of workbook completion (see dates above).
3. Routine SUBRECIPIENT internal tracking reports of prevention services activities not provided in Evaluation Web or Workbook reporting formats provided to CCPH IDCP program manager and staff to utilize for planning and intervention services as needed [frequency of reporting, means of verification and person(s) responsible outlined in internal tracking sheet developed by SUBRECIPIENT/CCPH IDCP management.
4. Quarterly in-person meetings as well as on-going communication as needed w/ CCPH DIS and SUBRECIPIENT field staff to coordinate outreach and services.

EXHIBIT B: SUBRECIPIENT BUDGET

HIV Prevention - FY20 Subcontractor Line Item Budget **Contract Amount: \$ 25,328**
 Complete all yellow shaded areas and cell values colored blue.
 For assistance, contact: Barbara Keepes, 971-673-0573, barbara.j.keepes@state.or.us

County: Clackamas

Subcontractor: OUTSIDE IN

Completed by: (include contact information): Bonnie Ross, Finance Director Outside In

Date Completed: 5/7/2019

IMPORTANT:

1. This form must be completed by staff responsible for program budgets and fiscal monitoring.
2. If your agency is subcontracting for services, a separate line item budget is required for each subcontractor.

Budget Categories	Description							(A) Services / Costs Sub-Total
A) Personnel		Name & Title	Annual Salary & Fringe (Direct Services)	FTE based on 2080 hr work year	Rate / hr	Hrs / mo	# of mo. budgeted	Total
	<i>Example</i>	<i>Jane Doe, R.N.</i>	<i>\$38,750.00</i>	<i>0.50</i>	<i>#DIV/0!</i>	<i>0.00</i>	<i>12</i>	<i>#DIV/0!</i>
	1	Syringe Exchange Specialist	\$36,109.00	0.25	\$17.36	43.33	12	\$9,027.25
	2	IDUHS Program Coordinator	\$65,998.40	0.10	\$31.73	17.33	12	\$6,599.84
		Total	\$102,107.40	0.35	\$49.09	60.67		\$15,627.09
B) Fringe Benefits		Personnel Costs	Fringe Benefit Rate %					Total:
		\$15,627.09	29%					\$ 4,531.86

C) Travel	Item	Detail	
			Include calculations for lodging, per diem, mileage, location of travel, number of people traveling and purpose of travel. Mileage rate may not exceed \$0.545 / mile. Do not budget mileage on county owned cars.
	1	Round trip mileage from OI to Founders Clinic: 17 miles x .575 IRS standard mileage rate 2019 x 1 per week	\$508.30
	2	Round trip mileage from OI to the Clackamas Service Center: 9 miles x .575 IRS standard mileage rate 2019 X 2 per week	\$538.20
	3		\$0.00
	4		\$0.00
	5		\$0.00
	Total		\$1,046.50

D) Equipment	Item	Detail	
			Equipment is defined as costing \$5000 or greater and having a useful life of at least one year. Equipment purchases must be preapproved.
	1		\$0.00
	3		\$0.00
	Total		\$0.00

E) Supplies	Item	Detail	
			List supply detail including office & medical supplies. If using an allocation method, detail how costs are allocated, (i.e. FTE, sq footage, etc). For supplies, list item, quantity and cost. Preprinted, purchased materials are considered a supply item, direct printing costs of materials, is to be listed in section G, Other. The purchase of furniture is not allowed in this award.
		List item and cost	
	1	Alere HIV test kits \$16.40 @ 50 per year	\$820.00
	2	Safer Sex Supplies -Condoms and lube for distribution in Clackamas County	\$300.00
	3	Misc testing supplies (lances bandades gauze ect)	\$200.00
	4		\$0.00
	5		\$0.00
	6		\$0.00
	7		\$0.00
	8		\$0.00
	Total		\$1,320.00

F) Consultants	List all consultant costs and area in which consultative services to be provided		
	Summarize cost for each consultant		
	1		\$0.00
	2		\$0.00
	Total		\$0.00
G) Other	List costs for staff training or trainings that the LPHA will be providing, marketing / advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Incentives must be detailed, including individual costs, purpose of the incentive, and how incentive is to be used and tracked. For negotiable incentives, e.g., gift cards, a copy of cash handling procedures must be submitted with any request for incentive use. Any costs that are allocated costs must include allocation method.		
	Item	Detail	
	1	Gift Card incentives for at risk clients that test. (Fred Meyer) \$10 per client at 50 clients per year	\$500.00
	2		\$0.00
	3		\$0.00
	4		\$0.00
	5		\$0.00
	6		\$0.00
	7		\$0.00
	8		\$0.00
	Total		\$500.00
H) Contractual	List all subcontracts, submit a separate line item budget for each contractor		
	Item	Subcontracted Agency	
	1		\$0.00
	2		\$0.00
	3		\$0.00
	Total		\$0.00

I) Total Direct Costs	Sum of A - H	
	Total	\$23,025.45
J) Indirect Costs	Item	Outside In does not have a federal negotiated indirect cost rate. Per 45 CFR § 75.414(f) Outside In elects to charge a de minimis rate of 10% of total direct costs.
	Total	\$2,302.54
Total Direct Program Expenses - must match contract amount - sum of I & J		\$25,327.99

**EXHIBIT C
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Authorized Representative certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Organization understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Organization Name

Outside In

Award Number or Project Name

Name and Title of Authorized Representative

Patricia Patron, Executive Director

Signature

Date

**Patricia
Patron**

Digitally signed by Patricia
Patron
DN: cn=Patricia Patron,
o=Outside In, ou,
email=patriciap@outsidein.o
rg, c=US
Date: 2019.06.20 17:06:58
-07'00'

EXHIBIT D
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST

PROJECT NAME: HIV Testing and Counseling	AGREEMENT #20-012 Contract #9258
SUB-RECIPIENT: OUTSIDE IN, INC.	

COMPENSATION AND RECORDS

- A. COUNTY shall compensate SUBRECIPIENT for satisfactorily completing activities described in EXHIBIT A. above.
- B. Total payments to SUBRECIPIENT shall not exceed **\$23,757**.
- C. COUNTY agrees to pay SUBRECIPIENT true and verifiable expenses on a monthly basis after payment is received from the State of Oregon.
- B. Method of Payment: To receive payment, SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses as outlined below:

SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses by the tenth day of the month following that in which service was performed. Requests shall be submitted to Clackamas County Public Health (“CCPHD”), Attn: Sherry Olson 2051 Kaen Road, Suite 367, Oregon City, Oregon 97045, or electronically to: SOlson4@co.clackamas.or.us . When submitting electronically, designate SUBRECIPIENT name and contract **Agreement #20-012 Contract #9258** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided that the Program Supervisor has approved the service specified on the invoice, COUNTY shall pay the amount requested to SUBRECIPIENT.

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

SUBRECIPIENT shall complete the State of Oregon HIV Prevention Program Workbook for FY2020 (Exhibit E) **quarterly**. CCPHD will complete their section of the workbook and send the workbook electronically via E-mail to SUBRECIPIENT by the tenth day of the month. SUBRECIPIENT will complete its sections and return to CCPHD by the 20th of the month. **Completed workbook due to Oregon Health Authority (“OHA”) 30 DAYS AFTER QUARTER END.**

Reporting Periods:

**07/01/2019 - 09/30/2019, 10/31/2019 - 12/31/2019, 01/01/2020 - 03/31/2020, 04/01/2020
– 06/30/2020**

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of seven (7) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records: COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to SUBRECIPIENT were in excess of the amount to which the SUBRECIPIENT was entitled, then SUBRECIPIENT shall repay the amount of the excess to COUNTY.

(Sample of Request for reimbursement form on next page)

**EXHIBIT D1: SUBRECIPIENT REQUEST FOR REIMBURSEMENT
 CLACKAMAS COUNTY PUBLIC HEALTH DIVISION**

Organization:			CLAIM PERIOD: Jul-17	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
Service:					
Program Contact:					
Agreement Term:					
Agreement Number:		20-012			
Category	Approved Grant Amount	Monthly Grant Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	Balance
Personnel (List salary, FTE & Fringe costs for each position)					
[Funded Position Name - Salary]	\$ -	\$ -	\$ -	\$ -	\$ -
[Funded Position Name - Fringe]	\$ -	\$ -	\$ -	\$ -	\$ -
Total Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies					
Phone, computer	\$ -	\$ -	\$ -	\$ -	\$ -
Travel					
Mileage (.54/milex200 miles)	\$ -	\$ -	\$ -	\$ -	\$ -
Additional (please specify)					
Client assistance (bus tickets, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Programmatic Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Rate (X%)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ -	\$ -	\$ -	\$ -	\$ -

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION

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

Prepared by:				
Authorized SUBRECIPIENT Official:				
Date:				
Department Review:				
Project Officer Name:				
Department:				
Signature:				
Department: forward to Grant Accountant for review and processing				Grant Accountant Initial/Date:

EXHIBIT E
MONTHLY AND FINAL PERFORMANCE REPORT

PROJECT NAME: HIV Testing and Counseling	AGREEMENT #20-012 Contract #9258
SUBRECIPIENT: OUTSIDE IN, INC.	

OHA will send the HIV Prevention Program Workbook to SUBRECIPIENT and CCPHD. SUBRECIPIENT will complete the workbook and send to CCPHD 10 days prior to the OHA due date (30 DAY AFTER QUARTER END)

Reporting Periods:

07/01/2019- 09/30/2019, 10/31/2019- 12/31/2019, 01/01/2020 - 03/31/2020, 04/01/2020 – 06/30/2020

**CLACKAMAS COUNTY AND OUTSIDE IN, INC SUBRECIPIENT AGREEMENT
 EXHIBIT F: FINAL FINANCIAL REPORT**

<i>Project Name: HIV Testing and Counseling</i>	<i>Agreement #: 20-012</i>
<i>Federal Award #:</i>	<i>Date of Submission: XX/XX/XX</i>
<i>Subrecipient: OUTSIDE IN, INC.</i>	
<i>Has Subrecipient submitted all requests for reimbursement? Y/N</i>	
<i>Has Subrecipient met all programmatic closeout requirements? Y/N</i>	

Final Financial Report

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

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

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

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

**CLACKAMAS COUNTY AND OUTSIDE IN, INC SUBRECIPIENT GRANT AGREEMENT
 EXHIBIT G: RESIDUAL SUPPLIES INVENTORY**

Project Name: HIV TESTING AND COUNSELING	Agreement #: 20-012
Federal Award: #	Date of Submission: XX/XX/XX
Subrecipient: OUTSIDE IN, INC.	
Is this program continuing beyond the expiration of this agreement?: Y/N	
If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N (If yes, identify all such supplies below by marking it with a highlighter) OR Does the subrecipient request the use of the supplies on other federally supported activities? Y/N If subrecipient does not request continued use of items of equipment, the federal agency will issue disposition instructions. Other agency-specific requirements may apply.	

**Residual Supplies Inventory
 Items of Supplies with an Aggregate, Current Fair Market Value of
 \$5,000 or more and purchased with Federal Grant Funds**

Attach more sheets if necessary

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

Subrecipient's Certifying Official's telephone: _____

**EXHIBIT H
BUSINESS ASSOCIATE AGREEMENT**

07/01/2019

This Business Associate Agreement is entered into as of **XXXX** ("Effective Date") by and between **Clackamas County Health, Housing and Human Services, Public Health Division** ("Covered Entity") and **Outside In** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

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

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

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

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

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

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

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

- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

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

- on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

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

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the

Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

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

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted

or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

- 6.3 **Effect of Termination.**

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

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

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

Business Associate

Covered Entity

Outside In

Clackamas County

By: **Patricia Patron**
Digitally signed by Patricia Patron
DN: cn=Patricia Patron, o=Outside
in, ou,
email=patricia@outsidein.org,
c=US
Date: 2019.06.20 17:07:37 -07'00'

By: _____

Patricia Patrón,

Richard Swift

Title: Executive Director

Title: Director, H3S

Date: 6/20/2019

Date: _____

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Grant Agreement with Oregon Health & Science University for the Oregon Care Coordination Program (CaCoon)

Purpose/Outcomes	CaCoon is an abbreviation for Oregon Care Coordination Program. Revenue from OHSU CaCoon program allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs.
Dollar Amount and Fiscal Impact	The maximum contract value is \$70,680.
Funding Source	Grant funds from OHSU - No County General Funds are involved.
Duration	Effective October 1, 2018 and terminates on September 30, 2019
Previous Board Action	No Previous Board Actions
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
County Counsel	County Counsel reviewed and approved this Agreement on 06/27/2019
Contact Person	Richard Swift, Interim Public Health Director – 503-650-5694
Contract No.	9361

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Grant Agreement with Oregon Health & Science University (OHSU) for the Oregon Care Coordination Program (CaCoon).

CCPHD receives grant funding from OHSU for the continuation of the Oregon Care Coordination Program (CaCoon). This grant allows CCPHD to provide a Community Health Nurse to facilitate community-based and family-centered care coordination for children with special health needs. Specific services include assessment of needs, coordination of healthcare and other services, and knowledge of local comprehensive services.

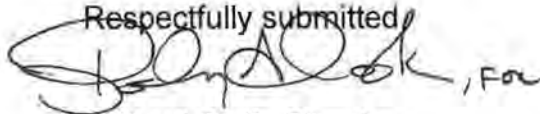
Page 2
Board of County Commissioners
Agreement #9361

This Agreement is effective October 1, 2018 and continues through September 30, 2019. OHSU experienced a delay in receiving their funding. As a result there was a delay in sending us the Agreement. This Agreement is retro-active due to these delays.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a comma and the word "For".

Richard Swift, Director
Health, Housing, and Human Services

FDP Fixed Price Research Subaward Agreement

Federal Awarding Agency: Other PHS [Type in Agency]		HRSA
Pass-Through Entity (PTE): Oregon Health & Science University		Subrecipient: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division
PTE PI: Benjamin Hoffman		Sub PI: Julie Aalbers
PTE Federal Award No: B04MC31511		Subaward No: 1015198_CLACKAMAS
Project Title: Title V: Maternal & Child Services		
Subaward Period of Performance (Budget Period): Start: 10/01/2018 End: 09/30/2019		Amount Funded This Action (USD): \$ 70,680.00
Estimated Project Period (if incrementally funded): Start: 10/01/2018 End: 09/30/2024		Incrementally Estimated Total (USD): \$ 353,400.00

Terms and Conditions

1. PTE hereby awards a fixed price Subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. PTE shall provide funding in accordance with the Payment Schedule shown in Attachment 5. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include the deliverable completed and milestone payment amount, Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the appropriate party's Financial Contact, shown in Attachment 3A.
3. A final invoice, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period. PTE shall make the final payment to Subrecipient upon completion of all required deliverables and reports as indicated in Attachments 4 and 5.
4. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget. Unilaterally Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. Subject to the limits of ORS 30.260-30.300 and the Oregon Constitution Article XI, Section 7 Administrative
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:		By an Authorized Official of Subrecipient:	
Name: Elizabeth Williams, M.S. Date: <input type="text"/> Title: Award Operations Manager	Name: Richard Swift Date: <input type="text"/> Title: Director, Health, Housing and Human Services		

Attachment 1
Certifications and Assurances

Subaward Number:

1015198_CLACKAMAS

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

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

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
1015198_CLACKAMAS

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date FAIN CFDA No.
07/19/18 B04MC31511 93.994

This Subaward Is:

Research & Development Subject to FFATA

CFDA Title
Maternal and Child Health Services Block Grant to the States
Key Personnel Per NOA
Cate Wilcox

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

2. 2 CFR 200 and 45 CFR Part 75.

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income:

This section intentionally left blank

Special Terms and Conditions:

Copyrights:

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Other Sponsor Agency:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

The terms and conditions of the HRSA and PTE Awards, Attachment 6, are hereby incorporated as a part of this Agreement.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

1015198_CLACKAMAS

PTE Information

Entity Name: Oregon Health & Science University

Legal Address: Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Website: <https://www.ohsu.edu/xd/research/administration/proposal-and-award-management/index.cfm>

PTE Contacts

Central Email: spasub@ohsu.edu

Principal Investigator Name: Benjamin Hoffman

Email: hoffmanb@ohsu.edu Telephone Number: 503.494.6513

Administrative Contact Name: Jen Michaud, Subout Grants & Contracts Administrator

Email: michauj@ohsu.edu Telephone Number: 503.494.2379

COI Contact email (if different to above): integrity@ohsu.edu

Financial Contact Name: Subout Administrator

Email: spasub@ohsu.edu Telephone Number: 503.494.7784

Email invoices? Yes No Invoice email (if different): spasub@ohsu.edu

Authorized Official Name: Elizabeth Williams, M.S., Award Operations Manager

Email: spasub@ohsu.edu Telephone Number: 503.494.7784

PI Address:

3181 SW Sam Jackson Park Road
Portland, OR 97239-3098

Administrative Address:

Office of Proposal & Award Management
3181 SW Sam Jackson Park Road
Mail Code: L106OPAM
Portland, OR 97239-3098

Invoice Address:

Office of Proposal & Award Management
0691 SW Bancroft Street
Mail Code: L106OPAM
Portland, OR 97239

Attachment 3B
Subrecipient Contacts

Subaward Number:
1015198_CLACKAMAS

Subrecipient Information for FFATA reporting

Entity's DUNS Name: Clackamas County acting by and through its Health, Housing and Human Services Department, Public Health Division

EIN No.: 93-6002286 Institution Type: County Government

DUNS: 111796764 Currently registered in SAM.gov: Yes No

Parent DUNS: N/A Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address This section for U.S. Entities: Zip Code Look-up
Congressional District: OR-005 Zip Code+4: 97045-4035

2051 Kaen Road
Suite 367
Oregon City, OR 97045

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name: Julie Aalbers

Email: julieaal@co.clackamas.or.us Telephone Number: 503.655.8405

Administrative Contact Name: Jeanne Weber

Email: jweber2@co.clackamas.or.us Telephone Number: 503.742.5350

Financial Contact Name: Sherry Olson

Email: solson4@co.clackamas.or.us Telephone Number: 503.742.5342

Invoice/Payment Email:

Authorized Official Name: Richard Swift

Email: rswift@co.clackamas.or.us Telephone Number: 503.650.5694

Legal Address:

Same as Place of Performance

Administrative Address:

Same as Place of Performance

Payment Address:

Same as Place of Performance

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

1015198_CLACKAMAS

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator
- Annual technical / progress reports will be submitted within 90 days prior to the end of each budget period to the PTE's Principal Investigator. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 45 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover is not applicable for fixed price Subawards

Other Reports:

- A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted 45 days after the end of the Project Period to the PTE's Financial Contact
- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Principal Investigator within 30 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Principal Investigator within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required: Upon Request
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Payment: Pass-through Entity requires a final invoice for each budget period which must be received no later than 45 days after the end of each subaward budget period and be clearly marked "FINAL."

Attachment 5
Statement of Work, Indirects, & Payment Schedule

Subaward Number:
1015198_CLACKAMAS

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget & Milestone Information

Indirect Information

Indirect Cost Rate (IDC) Applied: % Rate Type:

Milestone Details Below Attached, pages

PTE shall pay Subrecipient according to the following schedule upon receipt of invoice from Subrecipient. Invoices are to be submitted via email to spasub@ohsu.edu. If email of invoices is not possible, they may be mailed to the Financial Contact listed in Attachment 3A.

Payment 1) Upon full execution of this Agreement and receipt of invoice, PTE will issue an advance payment of \$42,408.

Payment 2) Upon satisfactory completion of the Statement of Work on or after 9/30/2019, receipt of invoice and Certification of Completion per Attachment 4, PTE will issue a payment of \$28,272.

The final invoice must be recieved no later than 45 days after the end of the budget period and must be clearly marked "FINAL."

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

**Oregon Center for Children and Youth with Special Health Needs
Title V CYSHCN
Attachment A – Scope of Work**

Part I - Introduction

Mission:

The Oregon Center for Children and Youth with Special Health Needs (OCCYSHN) improves the health, development, and well-being of all of Oregon’s children and youth with special health care needs.

Vision:

All of Oregon’s children and youth with special health care needs are supported by a system of care that is family-centered, community-based, coordinated, accessible, comprehensive, continuous, and culturally competent.

2015-2020 Oregon Title V CYSHCN - National and State Priorities:

- Medical Home
- Health Care Transition (Transition to Adult Health Care)
- Culturally and Linguistically Appropriate Services (CLAS)

Population of Focus – children and youth with special health care needs (CYSHCN):

“Children with special health needs are those who have or are at risk for a chronic physical, developmental, behavioral or emotional condition and who also require health and related services of a type or amount beyond that required by children generally. (McPherson, et al., 1998, p. 138).”

Contract Goals:

- Increase capacity of the workforce to support OCCYSHN’s mission and vision.
- Contribute to Oregon meeting the Title V CYSHCN national and state priority measures.

Sub-contractor Responsibilities General:

- Sub-contractor will ensure that all deliverables outlined within the subsequent scope of work documents are completed by the end of the contract period and that ALL participation requirements have been met.
- In order to receive payment sub-contractor will submit invoices to OHSU as outlined in Attachment D.
- Final Invoices must include “Certificate of Completion” language.
 - Final Invoice template will be provided by OCCYSHN*.
- Sub-contractor will submit an expenditure report at the end of the contracting period.
 - Financial reporting template will be provided by OCCYSHN*.
- Sub-contractor will submit a Final Invention Statement at the end of the contracting period.
 - Invention Statement form will be provided by OCCYSHN*.

**A year end packet with templates/forms will go out separately from the contract documents.*

Part II - CaCoon – Scope of Work

Up to 30 percent of county's contracted funds must be directed toward the CaCoon program.

Please see Attachment D for breakdown of activities and payments for your local health department (LHD).

Contract Goals:

- Increase families' knowledge, skills, and confidence in caring for children and youth with special health care needs (CYSHCN) through CaCoon home visiting.
- CaCoon focuses on community-based care coordination. Services are provided by LHD-employed registered nurses, and delivered primarily through home visiting.

CaCoon Program Eligibility

- **Age Eligibility:** CaCoon serves children and youth ages birth to 21st birthday.
- **Diagnostic eligibility:** The "B Codes" of the Oregon Child Health Information Data System (ORCHIDS) outline diagnostic eligibility or Targeted Case Management (TCM) diagnostic/condition eligibility as outlined in OAR 410-138-004.
- **Financial Eligibility:** CaCoon is open to all children regardless of insurance status or family income.

Subcontractor Responsibilities (CaCoon Standards):

1. The Subcontractor establishes and maintains a triage system for home visiting that prioritizes the most vulnerable children and youth with special health care needs for CaCoon services.
2. When the subcontractor is unable to provide home visiting services for a child who has been referred, the Subcontractor will, at a minimum...
 - i. Notify the referring entity that Subcontractor is unable to provide services and provide rationale AND
 - ii. Refer the child/family to...
 - primary care (specifically a Patient-Centered Primary Care Home, when available).
 - appropriate educational services
 - a family-support program (such as the Oregon Family to Family Health Information Center).
3. The Subcontractor assures timely contact with CaCoon home-visiting referrals. At a minimum, initial outreach is implemented within ten (10) business days of receiving referral. Initial outreach may be by telephone or other means.
4. All nurses serving CaCoon clients collaborate with the child's health care team to assure that the following assessments are completed for each child/family on the CaCoon caseload:
 - Assessment of child/family's strengths, needs, and goals.

- Assessment of child/family's health-related learning needs.
 - Assessment of child's functional status and limitations, including ability to attend school and school activities.
 - Early and continuous screening for special health care needs including physical, developmental, mental health, and oral health assessments as recommended by the American Academy of Pediatrics.¹
 - Assessment of access to child's health care team members as well as social supports.²
 - Assessment of access to supportive medical and/or adaptive equipment and supplies, *e.g.*, suction machine, wheelchair, medications, formula, feeding tube.
 - Assessment of family financial burden related to care of child with special health care needs.
 - Assessment of housing and environmental safety.
 - Assessment of emergency preparedness.
 - Assessment of preparedness for youth transition to adult health care, work, and independence, if appropriate to age.
 - Assessment of child/family satisfaction regarding services they receive.
5. In partnership with the child/family and the broader health care team, nurses serving CaCoon clients develop the nursing care plan which:
- Is based in, and responsive to accurate and appropriate assessments (see number 4 above).
 - Includes goals, progress notes, and a plan for discharge from CaCoon services.
 - Demonstrates evidence of nursing support to increase child/family engagement with primary care; specifically, a Patient-Centered Primary Care Home when available.
 - Demonstrates evidence of effective coordination with the primary care physician and specialty providers as well as the broader health care team. Coordination includes:
 - Timely and appropriate referral to needed services.
 - Identification and problem-solving around barriers to referral follow-up.
 - Identification and elimination of redundancy of services.
 - Promotion of a shared and actionable plan of care that speaks to the continuum of child/family experience with health care and related systems.
 - Timely, informative, and concise updates that are shared with appropriate members of the health care team, including the primary care provider and the family.
 - Demonstrates evidence of child/family-centeredness, including:

- Strategies to increase the child/family's capacity to obtain, process, and understand health information to make informed decisions about health care
 - Evidence of child/family partnership in developing the plan of care
 - Evidence of interventions that increase the child/family's capacity to implement the plan of care, e.g. caregiver support, teaching, and provision of anticipatory guidance.
 - Cultural and linguistic appropriateness.
- Provides for nurse visits that are sufficient in frequency and length to achieve the goals outlined in the care plan.
 - Anticipates and supports youth transition to adult health care, work, and independence.
 - Is re-evaluated as required with changing circumstances, but no less frequently than every six (6) months.
6. Encounter data for every CaCoon visit is entered into the Oregon Health Authority's information management system (either the ORCHIDS database or "Tracking Home-visiting Effectiveness in Oregon" - THEO when it is brought online).
 7. Each CaCoon nurse and supervisor actively participates in educational opportunities that support continuous improvement of his/her CaCoon practice. At a minimum, when beginning his/her CaCoon practice, each CaCoon nurse completes the "Introduction to CaCoon" posted on the OCCYSHN website.
 8. The subcontractor's Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as CaCoon Lead as key point of contact with the OCCYSHN staff. The CaCoon Lead will submit the Annual CaCoon Accountability Report which is due to OCCYSHN by September 1, 2018.

¹American Academy of Pediatrics "Bright Futures" - Recommendations for Preventive Pediatric Health Care - Periodicity Schedule. <https://www.aap.org/en-us/professional-resources/practice-support/Pages/PeriodicitySchedule.aspx>

² In addition to the primary care provider and the family, the broader health care team for CYSHCN might include:

- ✓ Child care and/or respite care
- ✓ Children's Intensive In-home Services
- ✓ Community-based family support organizations
- ✓ Community Developmental Disabilities (DD) Programs (CDDP)
- ✓ Dentist/Orthodontist
- ✓ Department of Human Services – Child welfare
- ✓ Durable medical equipment agency
- ✓ Early Intervention/ Early Childhood Special Education (EI/ECSE)
- ✓ Emergency medical services
- ✓ Exceptional Needs Care Coordinator (ENCC) at the Coordinated Care Organization (CCO)
- ✓ Oregon Family to Family Health Information Center (OR F2F HIC)
- ✓ Housing supports
- ✓ Medical specialists
- ✓ Mental health services
- ✓ Occupational therapy

- ✓ Pharmacy
- ✓ Physical therapy
- ✓ School systems, including special education
- ✓ Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- ✓ Speech therapy
- ✓ Supplemental Security Income (SSI)
- ✓ Transportation supports

Part III - Shared Plans of Care (SPOC) – Scope of Work

At least 70 percent of county's contracted funds must be directed toward the development and implementation of Shared Plans of Care (SPOC). Please see Attachment D for breakdown of activities and payments for your LHD.

Contract Goals:

- Increase effective and efficient use of the health care system, with focus on the National and State Priority Measures, through development and implementation of Shared Plans of Care (SPOC) for selected CYSHCN.
- Enhance communication and accountability between families of referred children and youth with special health care needs (CYSHCN) and their key providers and service system representatives.

Subcontractor Responsibilities:

1. The Subcontractor's Principal Investigator (PI) is responsible for compliance with the subcontract. PI may designate a different person to serve as SPOC Lead as key point of contact with the OCCYSHN staff.
2. Convene SPOC meetings and communicate with SPOC team members as needed to ensure effective meetings and ongoing care coordination.
3. Engage partner agencies, at the system level, as needed to support the work.
4. The content described in the OCCYSHN-provided SPOC Template, as supported by the SPOC Handbook, is required. (Note that fidelity to formatting of the SPOC Template is not a requirement). (<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPoC.cfm>)
5. The SPOC Team will jointly develop SPOCs in real time. Virtual attendance at meetings may be allowable if all legal and access conditions are met.
6. Include, at a minimum, representatives from the following sectors:
 - i. family member or youth,
 - ii. Medical Home primary care provider or designee,
 - iii. appropriate education system representative,
 - iv. mental/behavioral health provider (if applicable),
 - v. public health professional, and
 - vi. payor.

7. Ensure fidelity to the SPOC process as described in the SPOC Handbook (<http://www.ohsu.edu/xd/outreach/occyshn/programs-projects/SPOC.cfm>)

8. Conduct the total number of required SPOC (numbers vary per LHD). Please see Attachment D for a breakdown of your LHD's activities and payments.
 - 60% of required SPOC are 6-month re-evaluations. Re-evaluations should follow the SPOC process.
 - 40% of required SPOC must be for newly-identified CYSHCN (i.e. initiation of a SPOC for a client who does not have one).
 - Approximately 20% of total SPOC must address **transition** to adult health care for a child 12 years up to their 21st birthday. Please see Attachment D for breakdown of activities.
 - At least 40% of total SPOC must address the needs of a child with a **complex** condition. Please see Attachment D for breakdown of activities and Attachment E for Memorandum with Definition of Complex for SPOC.
 - The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both the transition requirements AND the complex requirements.

9. Ensure:
 - all appropriate releases of information are signed;
 - participation in monthly OCCYSHN-facilitated technical assistance webinars; and
 - participation in annual SPOC Regional Meetings facilitated by OCCYSHN.

10. Participate in evaluation activities required by OCCYSHN:
 - submit SPOC Information Forms for each SPOC initiated or re-evaluated;
 - offer Study Interest Form to every family and return all completed forms to OCCYSHN;
 - complete a Mid-year Report via REDCap; and
 - complete a Year-end Report via REDCap or email.

Attachment B

Use of Allotment Funds [Section 504]

The SUBAWARDEE may use funds paid to it for the provision of health services and related activities (including planning, administration, education, and evaluation) consistent with its application. It may also purchase technical assistance if the assistance is required in implementing programs funded by Title V.

Funds may be used to purchase technical assistance from public or private entities if required to develop, implement, or administer the MCH Block Grant.

Funds may be used for salaries and other related expenses of National Health Services Corps personnel assigned to the State.

Funds may not be used for cash payments to intended recipients of health services or for purchase of land, buildings, or major medical equipment.
Other restrictions apply.

Funds may not be used to make cash payments to intended recipients of services.

Funds may not be provided for research or training to any entity other than a public or non-profit private entity.

Funds may not be used for inpatient services, other than for children with special health care needs or high-risk pregnant women and infants or other inpatient services approved by the Associate Administrator for Maternal and Child Health. Infants are defined as persons less than one year of age.

Funds may not be used to make payments for any item or service) other than an emergency item or service) furnished by an individual or entity excluded under Titles V, XVIII (Medicare), XIX (Medicaid), or XX (Social Services Block Grant) of the Social Security Act.

MCH Block Grant funds may not be transferred to other block grant programs.

Babies First and CaCoon Risk Factors (A Codes and B Codes)

Babies First! (Birth through 4 years of age)	CaCoon (Birth through 20 years of age)
Medical Risk Factors	Diagnoses
A1. Drug exposed infant (See A29)	B1. Heart disease
A2. Infant HIV positive	B2. Chronic orthopedic disorders
A3. Maternal PKU or HIV positive	B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy
A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)	B4. Cleft lip and palate & other congenital defects of the head and face
A5. Seizures (excludes VHR Factor B18) or maternal history of seizures	B5. Genetic disorders (i.e., cystic fibrosis)
A6. Perinatal asphyxia	B6. Multiple minor physical anomalies
A7. Small for gestational age	B7. Metabolic disorders
A8. Very low birth weight (1500 grams or less)	B8. Spina bifida
A9. Mechanical ventilation for 72 hours or more prior to discharge	B9. Hydrocephalus or persistent ventriculomegaly
A10. Neonatal hyperbilirubinemia	B10. Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis
A11. Congenital infection (TORCH)	B12. Organic speech disorders (dysarthria/dyspraxia)
A12. Central nervous system infection (e.g., meningitis)	B13. Hearing loss
A13. Head trauma or near drowning: monitoring change	B23. Traumatic brain injury
A14. Failure to grow	B24. Fetal Alcohol Spectrum Disorder
A16. Suspect vision impairment: monitoring change	B25. Autism, Autism Spectrum Disorder
A18. Family history of childhood onset hearing loss	B26. Behavioral or mental health disorder with developmental delay
A24. Prematurity	B28. Chromosome disorders (e.g., Down syndrome)
A25. Lead exposure	B29. Positive newborn blood screen
A26. Suspect hearing impairment: newborn hearing screen REFER	B30. HIV, seropositive conversion
A29. Alcohol exposed infant	B31. Visual impairment
Social Risk Factors	Very High Risk Medical Factors
A19. Maternal age 16 years or less	B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals
A21. Parental alcohol or substance abuse	B17. Perinatal asphyxia <u>accompanied by</u> seizures
A22. At-risk caregiver	B18. Seizure disorder
A23. Concern of parent/provider	B19. Oral-motor dysfunction requiring specialized feeding program (gastrostomies and/or failure to grow, both organic and non-organic)
A28. Parent with history of mental illness	B20. Chronic lung disease (e.g., on oxygen, infants with tracheostomies)
A30. Parent with developmental disability	B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge
A31. Parent with Child Welfare history	
A32. Parent with domestic violence history	Developmental Risk Factors
A33. Parent with limited financial resources	B22. Developmental delay
A34. Parent with sensory impairment or physical disability	
A35. Parent with inadequate knowledge and supports	Other
A36. Other evidence-based social risk factor	B90. Other chronic conditions not listed
Other	
X99. Child is not being enrolled in High Risk Infant Tracking protocol	
X00. Change in X99 status to enrollment in High Risk Infant Screening Protocol	

Babies First Risk Factor Definitions

Babies First Medical Risk Factors		
A1.	Drug exposed infant (See A29)	Documented history of maternal drug use or infant with positive drug screen at birth
A2.	Infant HIV Positive	Infant tested positive at birth or after 1 year of age
A3.	Maternal PKU or HIV Positive	Maternal history of PKU or mother tested positive HIV virus
A4.	Intracranial hemorrhage (excludes Very High Risk Factor B16)	Subdural, subarachnoid, intracerebral, or intraventricular hemorrhage, Grade I or II. Excludes Grade III or IV hemorrhage, or other factors listed in B16.
A5.	Seizures (excludes Very High Risk Factor B18) or maternal history of seizures	History of seizure disorder in mother. Seizures not requiring medical intervention (i.e., febrile seizures). Excludes factors in B18.
A6.	Perinatal asphyxia	Perinatal asphyxia (includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia).
A7.	Small for gestational age	Birth weight below 10 th percentile for gestational age
A8.	Very low birth weight	Birth weight 1500 grams or less
A9.	Mechanical ventilation	For 72 hours prior to hospital discharge
A10.	Neonatal hyperbilirubinemia	Requiring treatment with exchange transfusion
A11.	Congenital infection (TORCH)	Toxoplasmosis/ <i>Toxoplasma gondii</i> , other infections (hepatitis B, syphilis, varicella-zoster virus, HIV, and parvovirus), rubella, cytomegalovirus, herpes simplex virus
A12.	Central nervous system (CNS) infection	Includes bacterial meningitis, herpes, or viral encephalitis/meningitis with no sequel.
A13.	Head trauma or near drowning: monitoring for change	Head trauma with loss of consciousness, needs monitoring
A14.	Failure to grow	Failure to grow. Unknown etiology needs persistent referral for medical work-up and ongoing monitoring for change.
A16.	Suspect vision impairment: monitoring for change	Inability to visually fix or track per vision screen

Babies First!		
Medical Risk Factors		
A18.	Family history of childhood hearing loss	Family member is a blood relative and loss is not associated with injury, accident or other non-genetic problem.
A24.	Prematurity	Infant born before completion of 37 weeks gestation, regardless of birth weight. For Babies First program, also includes low birth weight infants, birth weight less than 2500 grams.
A25.	Lead exposure	Blood lead levels >10µg/dL
A26.	Suspect hearing impairment: newborn hearing screen REFER	Newborn hearing screening status REFER, needs further assessment and monitoring.
A29.	Alcohol exposed infant	Heavy and/or Binge Drinking <u>at any time during pregnancy</u> . Heavy Drinking is more than one alcoholic drink per day on average. Binge Drinking is 4 alcoholic drinks or more in one sitting. Often Heavy Drinking also includes Binge Drinking. However, both do not have to have occurred during the pregnancy to use this risk code.

Babies First!		
Social Risk Factors		
A19.	Maternal age 16 years or less	Mother was 16 years or less at time of delivery.
A21.	Parental alcohol or substance abuse	Known or suspected abuse of substances
A22.	At-risk caregiver	Suspect caregiver/child interaction, incarcerated parent, no prenatal care
A23.	Concern of parent or provider	Any other concern related to infant growth, physical or emotional health, or development.
A28.	Parent with history of mental illness	Parent reports or has current symptoms of mental health problems.
A30.	Parent with developmental disability (DD)	Parent has a disability that is likely to continue, and significantly impact adaptive behavior. DD includes mental retardation, autism, cerebral palsy, epilepsy, or other neurological disabling conditions that require training or support similar to that required by individuals with intellectual disabilities.
A31.	Parent with Child Welfare history	Parent has a history of being abused and/or neglected as a child, or a history of abusing or neglecting a child.

Babies First! Social Risk Factors		
A32.	Parent with domestic violence history	Parent is impacted by current or past history of domestic violence: a pattern of assaultive and/or coercive behaviors including physical, sexual, and psychological attacks, as well as economic coercion, that adults or adolescents use against their domestic or intimate partners.
A33.	Parent with limited financial resources	Inadequate financial resources. Struggles to provide basic needs: food, clothing, shelter, utilities.
A34.	Parent with sensory impairment or physical disability	Sensory impairment or incapacitating physical disability.
A35.	Parent with inadequate knowledge and supports	Parent has inadequate knowledge and abilities related to basic infant care, and has inadequate social support and limited coping abilities.
A36.	Other evidence-based social risk factor	Other social risk factor, established through research, is associated with poor child health outcomes.

Babies First! Other Risk Factors		
X99.	Child is not being enrolled in High Risk Infant Tracking protocol	<p>The client is not being enrolled in the HRI (High Risk Infant) tracking protocol. The nurse does not intend to follow or monitor the client for growth and development, according to the protocol listed in the Babies First! Manual. This could be a client who is seen once or twice for breastfeeding support, or for an initial assessment that indicated the client did not need HRI follow-up.</p> <p>Client must be enrolled in Babies First, NFP, or CaCoon if TCM billing occurs.</p>
X00.	Change in X99 status to enrollment in High Risk Infant Screening Protocol	If a child was originally determined to fit into the X99 category and then the nurse later determines she will enroll the child in the HRI protocol, then the code X00 is added to the eligibility criteria.

CaCoon Risk Factor Definitions

CaCoon Diagnoses		
B1.	Heart disease	Congenital or acquired heart disease or arrhythmias
B2.	Chronic orthopedic disorders	Congenital or acquired, chronic or recurrent orthopedic problems, e.g., club feet, congenital hip dislocation, juvenile rheumatoid arthritis and growth disorders
B3.	Neuromotor disorders including cerebral palsy & brachial nerve palsy	Static neuromotor disorder, including cerebral palsy and brachial nerve palsy (congenital or acquired); primary muscle disease; and movement disorders
B4.	Cleft lip and palate & other congenital defects of the head & face	Cleft lip and/or palate, submucousal cleft palate or congenital/acquired velopharyngeal incompetence. Anomalies of the face or cranium that are sufficient to interfere with function or to significantly alter appearance. Examples of syndromes which typically fit these criteria: Crouzon; Apert's; Goldenhaar's, Microtia/atresia.
B5.	Genetic disorders (i.e., cystic fibrosis)	Any condition that can be inherited including single gene disorders and chromosome abnormalities
B6.	Multiple minor physical anomalies	Multiple minor anomalies, one or more major anomalies, or a combination of minor and major anomalies.
B7.	Metabolic disorders	Inborn errors of metabolism including amino acid disorders (e.g. PKU), fatty acid oxidation disorders, organic acid disorders, storage disorders, galactosemia, vitamin D deficient rickets.
B8.	Spina bifida	Neural tube defects including myelomeningocele, spinal cord and peripheral nerve injury
B9.	Hydrocephalus or persistent ventriculomegaly	Congenital or acquired dilatation of the cerebral ventricles
B10.	Microcephaly & other congenital or acquired defects of the CNS including craniosynostosis	Congenital small head size; brain injury acquired by postnatal neurological insult (i.e., vascular accident, shaken baby syndrome, CNS tumor or toxin, or head trauma)
B12.	Organic speech and language disorders (dysarthria/dyspraxia, only oral motor dysfunction, dysphasia)	Disorders resulting from congenital or acquired deficits involving neuromotor, structural, oral systems

CaCoon Diagnoses		
B13.	Hearing loss	As confirmed by diagnostic evaluation
B23.	Traumatic brain injury	An injury to the brain by an external physical force or event, resulting in the impairment of one or more of the following areas: speech, memory, attention, reasoning, judgment, problem solving, motor abilities, and psychosocial behavior
B24.	Fetal Alcohol Spectrum Disorder	A pattern of physical features and developmental delay that occurs in children whose mother consumed alcohol during pregnancy
B25.	Autism, Autism Spectrum Disorder	Confirmed diagnosis of developmental disorder affecting communication, understanding language, play, and interaction with others, often with stereotypical behaviors. E.g., Autism with Mental Retardation, High Functioning Autism, Pervasive Developmental Disability, Asperger's Syndrome.
B26.	Behavioral or mental health disorder with developmental delay	Confirmed diagnosis of extreme or unacceptable chronic behavior problems or maladaptive behavior; or medical diagnosis of mental health disorder. Either condition must also have developmental delay. Not for children with ONLY mental health disorders. Examples of individuals who qualify: a three year old who can no longer attend day care because of aggressive behavior and whose language is delayed but without signs of autism; a child diagnosed with OCD and cognitive impairment; a child whose parents are considering out of home placement who also qualifies for special education.
B28.	Chromosome disorders, e.g., Down syndrome	Any chromosome disorder, including trisomies, monosomies, deletions, duplications or rearrangements.
B29.	Positive newborn blood screen	Positive newborn screening blood test or confirmed condition detected by newborn screening.
B30.	HIV, seropositive conversion	Infant/child without maternal antibodies, producing own HIV antibodies.
B31.	Visual impairment	Inability to visually track or fix, medical diagnosis of visual impairment requiring educational accommodation.

CaCoon		
Very High Risk Medical Factors		
B16.	Intraventricular hemorrhage (Grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals	Intracranial hemorrhage usually occurring due to anoxia, birth trauma, or disturbances in neonatal circulation
B17.	Perinatal asphyxia <u>accompanied by</u> seizures	Perinatal asphyxia accompanied by seizures resulting from the anoxic event (asphyxia includes one or more of the following: 5 minute Apgar score of 4 or less, no spontaneous respiration until 10 minutes of age, hypotonia persisting to 2 hours of age, or renal failure & other medical complications of asphyxia)
B18.	Seizure disorder	Seizures requiring medical intervention and where family needs assistance accessing medical and/or other services
B19.	Oral-motor dysfunction requiring specialized feeding program (gastrostomies) and/or failure to grow, both organic and non-organic	Difficulty coordinating suck/swallow/breathing; reflux; inadequate suck, lip closure (around bottle, cup, or spoon), poor tongue motion, no tongue laterization, no munching or chewing in older children, organic and non-organic Failure To Thrive
B20.	Chronic lung disease (e.g., on oxygen, infants with tracheostomies)	Respiratory distress syndrome, transient tachypnea of the newborn, meconium aspiration syndrome, bronchiopulmonary dysplasia, trachent malacia, hypoplastic lung disease, cystic hygroma, near drowning
B21.	Suspect neuromuscular disorder	Abnormal motor screen or abnormal exam at NICU discharge, or test results that are suggestive of cerebral palsy or other neuromotor disorders

CaCoon		
Developmental Risk Factors		
B22.	Developmental Delay	Below average performance, including delays in cognitive, motor, communication and/or social skills; abnormal developmental screening results on a standardized developmental test, including children with behavioral concerns related to their delays.

CaCoon Other		
B90.	Other chronic conditions not listed	Other chronic health conditions, especially where family needs significant assistance accessing medical or other needed services.

**Clackamas County
FY18 Activity Breakdown and Payment Schedule**

Clackamas County shall complete the following:

CaCoon Activities 30%	SPOC Activities 70%	Total Subcontract 100%
\$18,600	\$52,080	\$70,680

With your SPOC activities, you agree to complete the following number of SPOC in the following categories (see Attachment A Part III (SPOC scope of work) and Attachment E for definitions of complex and further details)

8	Re-evaluation
6	New
14	Total SPOC

Each SPOC developed will serve a unique child or youth and their family.

Of the total SPOC to be completed:

a minimum of	6	must be Complex SPOCs; and
a minimum of	3	must be Transition-Focused SPOCs

Note: The transition-focused and complex requirements are not mutually exclusive. That is, a SPOC may serve a CYSHCN who is both transition-focused AND complex. In this case, the SPOC would count toward both your transition-focused requirements AND your complex requirements.

This subcontract will be paid in two installments on the following schedule:

	Direct Costs	Indirect Costs	Total Costs
LHD to invoice OHSU an initial 60% as soon as subcontract is fully executed	\$38,553	\$3,855	\$42,408
LHD to invoice OHSU the FINAL 40% after LHD has submitted all required deliverables	\$25,702	\$2,570	\$28,272
Total Funding	\$64,255	\$6,425	\$70,680



January 19, 2017

ATTACHMENT E

MEMORANDUM

TO: OCCYSHN Local Public Health Partners
FROM: OCCYSHN SPOC Implementation Team
RE: Definition of Complex for SPOC

Institute on Development & Disability

Oregon Center for Children & Youth with Special Health Needs (OCCYSHN)

Mail code CDRC
707 SW Gaines Street
Portland, OR 97239
tel 503-494-8303
toll free 1-877-307-7070
fax 503-494-2755
occyshn@ohsu.edu
www.occyshn.org

Children and youth with special health care needs (CYSHCN) are "those who have or are at increased risk for a chronic physical, developmental, behavioral, or emotional condition, and who also require health and related services of a type or amount beyond that required by children generally" (McPherson et al., 1998).

For the purposes of county SPOC implementation, CYSHCN may be identified as complex if they have (a) medically complex conditions or (b) have both a health condition(s) and social complexity(ies).

CYSHCN with medical complexity "have multiple significant chronic health problems that affect multiple organ systems and result in functional limitations, high health care need or utilization, and often the need for or use of medical technology" (Kuo & Houtrow, 2016, p. e1).

i. Examples

A child with a genetic syndrome with an associated congenital heart defect, difficulty with swallowing, cerebral palsy, and a urologic condition. The child requires the care of a primary care physician, pediatric subspecialists, home nurses, rehabilitative and habilitative therapists, community-based services, pharmaceutical therapies, special nutritional attention, and durable medical equipment.

A child with a chronic neurodevelopmental disability in need of assistance with medical equipment, such as a tracheostomy and gastrostomy tubes.

ii. Functional limitations are restrictions in the child's ability to do the things

typically developing children of the same age can do in their daily lives. The limitations may be permanent or temporary. Examples include inability to perform tasks like dressing or walking or unable to participate in life events like attending school. More information is available on functional limitations in the World Health Organization's International Classification of Functioning, Disability, and Health (ICF).

CYSHCN with social complexity have a physical, developmental, behavioral, or emotional condition and they, or their families, have experienced or currently are experiencing one or more of the following:

- 1. Adolescent exposure to intimate partner violence
2. Child abuse/neglect - child welfare system involvement
3. Child criminal justice involvement
4. Child mental illness
5. Child substance abuse
6. Discontinuous insurance coverage
7. Foreign born parent
8. Foster care
9. Homelessness
10. Low English proficiency
11. Low parent educational attainment
12. Parent criminal justice involvement
13. Parent death
14. Parent domestic violence
15. Parent mental illness
16. Parent physical disability
17. Parent substance abuse
18. Severe poverty (TANF eligible)

Source: Center of Excellence on Quality of Care Measures for Children with Complex Needs, University of Washington & Seattle Children's Research Institute, 2016

REQUIRED FEDERAL TERMS AND CONDITIONS

1. General Applicability and Compliance.

Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Subrecipient shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Subaward Agreement, to Subrecipient, or to the Prime Award activities, or to any combination of the foregoing. For purposes of this Subaward Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

2. Miscellaneous Federal Provisions.

Subrecipient shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Subaward Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of OHA Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

3. Equal Employment Opportunity.

Subrecipient shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

4. Clean Air, Clean Water, EPA Regulations.

Subrecipient shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Recipient shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this Section.

5. Energy Efficiency.

Subrecipient shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Truth in Lobbying.

By signing this Subaward Agreement, the Subrecipient certifies, to the best of the Subrecipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 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 contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Subaward Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Subaward Agreement imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subrecipient under this Subaward Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subrecipient under this Subaward Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. Resource Conservation and Recovery.

Subrecipient shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. Audits.

Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Subaward Agreement and applicable state or federal law.

If Subrecipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to PTE within 30 days of completion. If Subrecipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Subrecipient is exempt from Federal audit requirements for that year. Records must be available as provided in OHA Required Terms and Conditions, "Records Maintenance Access".

9. Debarment and Suspension.

Subrecipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension" (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. Drug-Free Workplace.

Subrecipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Subrecipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subrecipient's workplace or while providing services to OHA Clients. Subrecipient's notice shall specify the actions that will be taken by Subrecipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subrecipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Subaward Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Subaward Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify PTE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Subrecipient, or any of Subrecipient's employees, officers, agents or subcontractors may provide any service required under this Subaward Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subrecipient or Subrecipient's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Subrecipient or Subrecipient's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to OHA Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Subaward Agreement.

11. Pro-Children Act.

Subrecipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

12. Medicaid Services.

Subrecipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as

- the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Subrecipient shall acknowledge Subrecipient's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Subaward Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

13. Agency-based Voter Registration.

If applicable, Subrecipient shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

14. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Subrecipient shall make the disclosures required by this Section to PTE. PTE reserves the right to take such action required by law, or where PTE has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed under this Subaward Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Subrecipient agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to: (1) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

OHA REQUIRED TERMS AND CONDITIONS

1. **Governing Law, Consent to Jurisdiction.** This Subaward 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 the parties that arises from or relates to this Subaward Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Subaward Agreement.
2. **Compliance with Law.**

- a. Subrecipient shall comply with and require all subcontractors to comply with all state and local laws, regulations, executive orders and ordinances applicable to the Subaward Agreement or to the delivery of services. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Subaward Agreement: (1) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (2) all state laws requiring reporting of Subrecipient client abuse; (3) ORS 659A.400 to 659A.409, ORS 659A.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Subaward Agreement and required by law to be so incorporated. All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
 - b. Subrecipient shall comply with the federal laws as set forth or incorporated, or both, in this Subaward Agreement and all other federal laws applicable to Subrecipient's performance under this Subaward Agreement as they may be adopted, amended or repealed from time to time.
3. Independent Contractors. The parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. Representations and Warranties.
 - a. Subrecipient's Representations and Warranties. Subrecipient represents and warrants to PTE that:
 - i. Subrecipient has the power and authority to enter into and perform this Subaward Agreement;
 - ii. This Subaward Agreement, when executed and delivered, shall be a valid and binding obligation of Subrecipient enforceable in accordance with its terms;
 - iii. Subrecipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subrecipient will apply that skill and knowledge with care and diligence to perform the Statement of Work in a professional manner and in accordance with standards prevalent in Subrecipient's industry, trade or profession;
 - iv. Subrecipient shall, at all times during the term of this Subaward Agreement, be qualified, professionally competent, and duly licensed to perform the Statement of Work; and
 - v. Subrecipient prepared its proposal related to this Subaward Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

- b. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. Ownership of Work Product (Subaward 143021, Attachment B, Article 7). Subject to 37 CFR 401.14,
- a. Definitions. As used in this Section 5 the following terms have the meanings set forth below:
 - i. "Recipient Intellectual Property" means any intellectual property owned by Subrecipient and developed independently from the Statement of Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than PTE or Subrecipient.
 - iii. "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Subrecipient is required to deliver to PTE pursuant to the Statement of Work.
 - b. Original Works. All Work Product created by Subrecipient pursuant to the Statement of Work, including derivative works and compilations, mid whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Oregon Health Authority ("OHA"). PTE and Subrecipient agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Statement of Work is not "work made for hire," Subrecipient hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Statement of Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Subrecipient shall execute such further documents and instruments necessary to fully vest such rights in OHA. Subrecipient forever waives any and all rights relating to original Work Product created pursuant to the Statement of Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - c. In the event that Work Product is Recipient Intellectual Property, a derivative work based on Recipient Intellectual Property or a compilation that includes Recipient Intellectual Property, Subrecipient hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Recipient Intellectual Property and the pre-existing elements of the Recipient Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
 - d. In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Subrecipient shall secure on OHA's behalf and in the name of OHA an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the

preexisting elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.

6. Insurance (Subaward 143021, Attachment B, Article 14). If Subrecipient is not a unit of the local government as defined in ORS 190.003, Subrecipient shall i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performing work under this Subaward Agreement, and ii) maintain the insurance in full force throughout the duration of this Subaward Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to OHA. Subrecipient is not authorized to begin work under this Subaward Agreement until the insurance is in full force. Subrecipient shall provide proof of such insurance as required under this Article 6 annually upon request by PTE. In no event shall Subrecipient continue to perform under this Subaward Agreement if Subrecipient is not in compliance with the insurance requirements.

Subrecipient:

- Has attached a copy of certificates of policies required under this section 6 as Attachment 7; or
- Certifies that Subrecipient is exempt from such requirements due to being a unit of the local government as defined in ORS 190.003.

REQUIRED INSURANCE:

1. Workers Compensation. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
2. "Tail" Coverage. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subaward Agreement, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and PTE's acceptance of all services required under the Subaward Agreement or, (ii) the expiration of all warranty periods provided under the Subaward Agreement. Notwithstanding the foregoing 24-month requirement, if the Subrecipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient may request and OHA may grant approval, upon approval by OHA, of the maximum "tail" coverage period reasonably available in the marketplace. If OHA approval is granted, the Subrecipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
3. Notice of Cancellation or Change. The Subrecipient or its insurer must provide 30 days' written notice to PTE before cancellation of, material change to, potential

- exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
4. Certificate(s) of Insurance. Subrecipient shall provide a certificate(s) of insurance for all required insurance before the contractor performs under the Subaward Agreement. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.
 7. Records Maintenance; Access (Subaward 143021, Attachment B, Article 15). Subrecipient shall maintain all financial records relating to this Subaward Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Subaward Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient whether in paper, electronic or other form, that are pertinent to this Subaward Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Subaward Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Subaward Agreement, whichever date is later. Subrecipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
 8. Information Privacy/Security/Access (Subaward 143021, Attachment B, Article 16). If the Statement of Work performed under this Subaward Agreement requires Subrecipient or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Subrecipient or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Subrecipient shall comply and require all subcontractor(s) to which such access has been granted to comply with. OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
 9. Assignment of Agreement, Successors in Interest (Subaward 143021, Attachment B, Article 18).
 - a. Subrecipient shall not assign nor transfer its interest in this Subaward Agreement without prior written approval of PTE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as PTE may

deem necessary. No approval by PTE of any assignment or transfer of interest shall be deemed to create any obligation of PTE in addition to those set forth in the Subaward Agreement.

- b. The provisions of this Subaward Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. Subcontracts (Subaward 143021, Attachment B, Article 19). Subrecipient shall not enter into any subcontracts for any of the Statement of Work required by this Subaward Agreement without PTE's prior written consent. In addition to any other provisions PTE may require, Subrecipient shall include in any permitted subcontract under this Subaward Agreement provisions to ensure that OHA will receive the benefit of subcontractor performance as if the subcontractor were the Subrecipient with respect to all articles in this OHA Subaward No. 143021 Applicable Terms and Conditions attachment. PTE's consent to any subcontract shall not relieve Subrecipient of any of its duties or obligations under this Subaward Agreement.
11. No Third Party Beneficiaries (Subaward 143021, Attachment B, Article 20). PTE and Subrecipient are the only parties to this Subaward Agreement and are the only parties entitled to enforce its terms. The parties agree that Subrecipient's performance under this Subaward Agreement is solely for the benefit of PTE to assist and enable PTE to accomplish its statutory mission. Nothing in this Subaward 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Subaward Agreement.
12. Severability (Subaward 143021, Attachment B, Article 22). The parties agree that if any term or provision of this Subaward Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Subaward Agreement did not contain the particular term or provision held to be invalid.
13. Survival (Subaward 143021, Attachment B, Article 23). Sections 1, 4, 5, 6, 7, 8, 11, 13 of the OHA Required Terms and Conditions in the OHA Subaward No. 143021 Applicable Terms and Conditions shall survive Subaward Agreement expiration or termination as well as those the provisions of this Subaward Agreement that by their context are meant to survive. Subaward Agreement expiration or termination shall not extinguish or prejudice PTE's right to enforce this Subaward Agreement with respect to any default by Subrecipient that has not been cured.
14. Indemnification by Subcontractors (Subaward 143021, Attachment B, Article 31). Subrecipient shall take all reasonable steps to cause its contractor(s), that are not units 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 Subrecipient's contractor or any of the officers, agents, employees of 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 negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #159475 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County

Purpose/Outcomes	Social Services-Money Management Program will continue to provide money management services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	The total agreement is \$234,440. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2019 through June 30, 2020
Previous Board Action	Prior FY IGA approval 042618-A1
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Agreement approved by County Council on 6/20/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	9351

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests the approval of Agreement #159475 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program services. The Oregon Money Management Program (OMMP) is a protective service for seniors and disabled adults who need help managing their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. OMMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. OMMP clients are referred by their case managers to receive money management services.

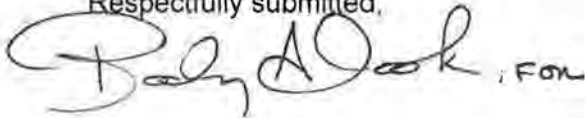
This agreement provides continued funding to the Clackamas County Social Services OMMP which utilizes its current organizational payee structure to continue moving this program forward.

This agreement was reviewed and approved by County Council on June 20, 2019. This agreement is effective as of July 1, 2019 and terminates on June 30, 2020.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a comma and the word "For". The signature is written in a cursive, flowing style.

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

Agreement Number 159475



**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
by and through its Social Services Division
Attn: Brenda Durbin
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
503.655.8640
brendadur@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

**Aging and People with Disabilities
Community Services and Supports Unit
500 Summer Street NE, E02
Salem OR 97301
Agreement Administrator: Kristi Murphy or delegate
Telephone: (503) 945-6181
Email: Kristi.m.murphy@dhs.oha.state.or.us**

1. Effective Date and Duration.

This Agreement when fully executed by every party, shall become effective on the date this Agreement has been approved, when required, by the Department of Justice or on **July 1, 2019**, whichever date is later, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2020**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$234,440.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work and will not pay for Work until this Agreement has been signed by all parties.

b. DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

- County is a subrecipient County is a vendor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. County Data and Certification.

- a. County Information.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 2051 Kaen Rd

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

Email address: stefanierei@clackamas.us

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

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required, must be in effect prior to Agreement execution.

General Commercial Insurance Company: self-insured

Policy #: _____ **Expiration Date:** _____

Workers' Compensation Insurance Company: self-insured

Policy #: _____ **Expiration Date:** _____

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be

made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County.

- (3) The information shown in Section 5a. "County Information", is County's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. **Signatures.** This Agreement and any subsequent amendments 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 the Agreement and any amendments so executed shall constitute an original.

**Clackamas County
by and through its Social Services Division:**

_____	Richard Swift
Authorized Signature	Printed Name
Director; Health, Housing & Human Services Dept.	_____
Title	Date

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

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General on	May 30, 2019
Department of Justice	Date

EXHIBIT A

Part 1

Statement of Work

1. Definitions. For purposes of this Agreement, the terms below shall have the following meanings:
 - a. **Abuse** means any of the following; physical abuse, neglect, abandonment, verbal or emotional abuse, financial exploitation, sexual abuse, involuntary seclusion or wrongful use of physical or chemical restraint as defined in OAR 411-020-0002.
 - b. **Adult Protective Services (APS)** means a DHS program funded through the State of Oregon with the responsibility to provide protection and intervention for older adults and adults with physical disabilities who are unable to protect themselves from harm and neglect.
 - c. **Aging and Disability Resource Connection (ADRC) Region** means the geographical area where the local aging and disability service agencies partner to provide the ADRC core services of information and assistance, options counseling, care transitions, health promotions and streamlined access to public programs.
 - d. **Bill Pay** means an Oregon Money management Program service delivered through a network of Regional Sponsors. Bill Pay is offered to seniors and people with disabilities. Volunteers or staff provide one-on-one assistance to Consumers who have the capacity to manage their financial benefits but need help keeping on track.
 - e. **Consumer** means Oregon seniors and people with disabilities receiving Oregon Money Management Program services.
 - f. **Criminal History and Background Check** means the process as outlined in EXHIBIT A, Part 3, Special Terms and Conditions, 4. Background Checks.
 - g. **Cultural responsiveness** means the provision of the program and its services so that Consumers are not excluded from participation in services or discriminated against on the ground of race, color, or national origin.
 - h. **Department of Human Services or DHS** means the State of Oregon, Department of Human Services.
 - i. **Employee** means any paid person who provides direct service to consumer's enrolled in Oregon Money Management Program or provides administrative support to County or Regional Sponsor.

- j. **Key Persons** means County's Authorized Representative, Project Manager or other County personnel designated as Key Persons described in Exhibit A, Part 1 assigned to perform the Work under the resulting Agreement. DHS reserves the right to accept or deny the use of specific Key Persons employed at any time during the project.
- k. **Linguistic Responsiveness** means the provision of project services so that Consumers with limited English proficiency have meaningful access to project services in compliance with all federal and state laws.
- l. **Oregon Money Management Program (OMMP)** is a program that offers daily money management services to help seniors and people with disabilities who have difficulty budgeting, paying routine bills, and keeping track of financial matters.
- m. **Oregon Money Management Program Model** means the training and program curriculum which includes a statewide model of:
 - 1) Early intervention services as an alternative to guardianships and extended independence for vulnerable seniors and people with disabilities.
 - 2) Expanding the availability of Money Management Program services
 - 3) Utilizing Volunteers to provide the Money Management Program services when possible.
- n. **Oregon Administrative Rule (OAR)** is the official compilation of rules and regulations having the force of law in the U.S. state of Oregon. OAR's are available at https://sos.oregon.gov/archives/Pages/oregon_administrative_rules.aspx
- o. **Oregon Revised Statute (ORS)** is the codified body of statutory law governing the U.S. state of Oregon, as enacted by the Oregon Legislative Assembly, and occasionally, by citizen initiative. The statutes are subordinate to the Oregon Constitution. Oregon Revised Statutes are available at https://www.oregonlegislature.gov/bills_laws.
- p. **Regional Sponsor (RS)** means the office that administers and coordinates OMMP services in a region. RS have an Agreement with DHS. RS will also support Satellite Offices within their Region if a satellite office exists. RS is the County in this agreement.
- q. **Satellite Office** means a community service agency that has a written agreement with a RS to provide OMMP services in their community.
- r. **Statewide Advisory Council (SAC)** means an advisory body which brings local expertise and issues to the group for a collaborative resolution process.

The SAC is responsible for adopting an annual strategic plan with a timeframe and objectives and develop/adopt OMMP standards. The SAC shall meet, at a minimum, on a quarterly basis and shall be comprised of the following:

- 1) A representative from each OMMP Regional Sponsor.
 - 2) State Unit on Aging (SUA)/Aging and Disability Resource Connect (ADRC) representative.
 - 3) Office of Adult Abuse Prevention and Investigations(OAAPI) representative.
 - 4) DHS OMMP program manager
- s. **Underserved Population** means groups identified that are receiving services at less than their proportional rate in their local county's population.
- t. **Volunteer** means the person who provides direct service to consumers enrolled OMMP services or provides administrative support to RS without financial reimbursement. OMMP Volunteers enter into agreements with RS's.
- u. **Work** means the required services, activities, tasks, deliverables, reporting and invoicing requirements, as described in Section 2.c. Work to be performed.

2. **Statement of Work**

a. Standards

Pursuant to ORS 279B.060 (2)(c) County shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services to DHS satisfaction. County shall provide the following services in Clackamas County.

b. Oregon Money Management Program (OMMP) Overview

- 1) The OMMP assists seniors and people with disabilities (Consumers), maintain peace of mind, independence, and financial protection. The OMMP focuses on seniors and people with disabilities who are at risk of losing their independence due to inability to manage their finances. The OMMP depends on the use of Volunteers or staff coordinators who are trained, and supervised, to provide assistance with money management tasks. OMMP Volunteers help Consumers organize and keep track of financial papers, establish budgets, write checks, and balance checkbooks. OMMP services allow Consumers to retain significant independence while preventing financial mishaps from occurring, such as being evicted for nonpayment of rent or not having enough money by month's end, to pay for food and other necessities.

Volunteers also provide a secondary and valuable service because many Consumers live alone. This secondary service includes companionship and socialization.

- 2) The project is intended to expand the current OMMP program in the respective RS region to offer services in each county.
- 3) RS designated region is defined as Clackamas County.

c. County Services and Activities.

County shall perform the following activities:

- 1) Receive Consumer referrals from DHS and other sources;
- 2) Prioritize Consumer referrals;
- 3) Provide initial and on-going training to Volunteers including, but not limited to, training on the provision of Linguistic and Culturally Responsive services;
- 4) Provide Money Management Program services to Consumers;
- 5) Maintain a list of all Volunteers who provide Money Management Program services and Consumers who receive services;
- 6) Terminate services to a Consumer, as required, or as requested by DHS;
- 7) Terminate services provided by a Volunteer as required or as requested by DHS;
- 8) Communicate with Consumers and Volunteers regardless of communication method or language;
- 9) Support Satellite Offices within their Region if a Satellite Office exists in the counties that County is providing services.

d. Reporting Requirements.

- 1) Prepare and submit written monthly invoices for services provided in the subject month. County's invoice will reflect the total number of Consumers enrolled.
- 2) County will submit a quarterly report that includes the following:
 - a) number of consumers enrolled for each month of the quarter;
 - b) number of referrals for new consumers received for each month of the quarter; and
 - c) the number of consumers on the waitlist for each month of the

quarter.

Quarterly reports will also include outreach and expansion efforts to consumers and stakeholders, consumer referral generation, outreach to underserved communities, and any grievances that have been reported.

e. Duties and responsibilities of Regional Sponsor

- 1) Coordinate OMMP services throughout a designated service area or region.
- 2) Designate a program coordinator, responsible for program operations.
- 3) Designate a staff member to represent RS on the Statewide Advisory Council.
- 4) Actively participate in required Statewide Advisory Council meetings.
- 5) Implement the Cultural and Linguistic Responsiveness Plan approved by DHS/APD.
- 6) Implement the Volunteer Application, Screening and Training Policy approved by DHS/APD.
- 7) Implement the Volunteer and Consumer Grievance/Termination policies approved by DHS/APD.
- 8) Implement the OMMP document retention policy as approved by DHS/APD.
- 9) Develop and implement a plan to expand the OMMP throughout respective RS designated service area that includes volunteer recruitment and consumer referral generation.
- 10) Develop and implement statement monitoring procedures that produces evidence that consumer funds were used by or for OMMP consumers.
- 11) Establish and publish OMMP office hours and provide timely response to phone and email inquiries.
- 12) Maintain effective working relationship and communication with the DHS.
- 13) Provide a dedicated phone line with voicemail and an email address for program communication.

- 14) Receive and prioritize consumer referrals from DHS and other sources.
 - 15) Cooperate with local police and DHS Adult Protective Services investigations.
 - 16) Provide at least 60 days' notice of intention to terminate your Agreement with DHS/APD
 - 17) Cooperate with the DHS during program reviews.
 - 18) Collect and report consumer and volunteer information as requested by the DHS.
 - 19) Be able to communicate with Volunteers and Consumers regardless of communication method or language.
 - 20) Remain free of substantiated claims of financial abuse.
 - 21) Conduct annual criminal background checks through the DHS Background Check Unit on all OMMP volunteers and program staff or work with DHS to achieve this.
 - 22) Keep consumer and volunteer paper and/or electronic files secure.
 - 23) Provide the DHS at least one client story and one OMMP picture per year to demonstrate program success.
 - 24) Maintain a minimum of \$1,000,000 in general commercial liability insurance that also covers Volunteers. Maintain a theft and loss rider.
 - 25) All OMMP marketing materials developed by RS must meet the Media Disclosure requirements stated in this agreement prior to use and publication to ensure consistent messaging and branding.
 - 26) Acknowledge the role of the DHS/APD in all publications and advertisements.
 - 27) Implement operational procedures and protocols as provided in current and revisions of the Volunteer and Coordinator training materials.
 - 28) Prepare and submit a quarterly report to DHS within requested timelines.
- f. Regional Sponsor OMMP Expansion Activities (reported to DHS monthly)
- 1) Volunteer recruitment activities.

- 2) Client referral generation activities.
 - 3) Outreach activities to underserved populations.
 - 4) Other outreach and expansion activities.
- g. Regional Sponsor Grievance Report (reported to DHS monthly)
- 1) Client grievances received, actions taken and resolution.
 - 2) Volunteer grievances received, actions taken and resolution.
- h. Regional Sponsor Volunteer Service report the number of volunteer hours that were provided each month. If you do not use volunteers please indicate that in your quarterly report.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. The Payment Provisions and Financial Reporting requirements set forth in this Section shall apply from July 1, 2019 through Agreement expiration.
 - a. County shall prepare and submit invoices to DHS' Agreement Administrator at the address specified in Section 3, or to any other address as DHS may indicate in writing to County. County's claims to DHS for overdue payments on invoices are subject to ORS 293.462.
 - b. County will prepare and submit monthly invoices for services provided to DHS.
 - c. DHS will pay County at the base rate of \$5,250.00 per month, per Region for each month beginning July 1, 2019. DHS will prorate base rate payments for less than a full month.
 - d. DHS will pay County the base rate for up to six (6) months without Regional Sponsor providing services to any Consumers at such time as any new Region or County may be added to this Agreement. County may begin providing services to consumers upon execution of this Agreement. The first six (6) months are intended to allow sufficient time for the County to plan and fully implement a Regional MMP. At least one (1) Consumer must be enrolled and receiving MMP services beginning six (6) months after execution of this Agreement in order to continue to receive the monthly base amount.
 - e. Consumer Service Incentive Payments

DHS will pay County a monthly Consumer service incentive payment calculated, as described below: The monthly incentive payment is calculated based upon how many Consumers receive MMP services in a subject month.

Consumer Service Incentive Payment shall be paid at \$40.00 per month per consumer. Not to be paired with any other Consumer incentive.
 - f. Complex Case Consumer Incentive

To qualify as a Complex Case the case must meet at least one of the following:

 - 1) Income Cap trusts
 - 2) APS cases that have regular ongoing involvement of four times or more per month.

- 3) Crisis case management: Cases requiring regular ongoing involvement of the coordinator, four times or more per month to mitigate the consumer's crisis situation.

Complex Case Consumer Incentive Payment shall be paid at \$80.00 per month per consumer. Not to exceed 25% of total consumer caseload. This is a stand-alone incentive. Not to be paired with any other Consumer incentive.

An exception to the 25% of total caseload limit may be requested. If the exception is granted, a monthly report must be submitted with your invoice. The report must include for each complex case a brief synopsis of the need, areas being addressed, barriers, time spent, progress thus far, and the intended outcome for the consumer.

- g. County will comply with reporting requirements to the Department of Human Services and Regional Sponsor (RS) with proper collection and reporting of information to DHS for each quarter.

2. Travel and Other Expenses.

DHS shall not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a. DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. DHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long-Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS’ Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and

(6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. **Background Checks.** All persons working under this Agreement with Clients referred by DHS are subject to a background check through DHS' Background Check Unit, pursuant to ORS 181A.195 and OAR 407-007-0200 through 407-007-0370; as such rules may be revised from time to time.
5. **Nondiscrimination.**
 - a. The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of Clients.
 - b. County certifies that County has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.
6. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County'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 County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. DHS represents and warrants as follows:

- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency 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 DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or

performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

- (3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if

County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. Ownership of Intellectual Property.

a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
- (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).

c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
 - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 Bankruptcy Code, or (8) 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 County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County 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 consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
10. **DHS Default.** DHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.
11. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement,

as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no

longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

12. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

- b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

13. Limitation of Liabilities. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

14. Insurance. County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

15. Records Maintenance; Access. County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit,

controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 17. Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**

 - a.** County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. 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.
- 20. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 21. No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's

performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**
29. **Contribution.** 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.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State 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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 State on the one hand and of the County 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State 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 County on the one hand and of the State 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 County'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.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units 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 County’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 negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts 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 stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government 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 county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required Not required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or

operation. Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000.00** per occurrence.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor's subcontractors, agents, officers or employees.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 Subcontract, for a minimum of 24 months following the later of (i)

Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by DHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and DHS.

STATE ACCEPTANCE:

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

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Professional Services Agreement #8345, Amendment #4 with Mt. Hood Home Care Services, LLC to provide Oregon Project Independence In-home care for Clackamas County Residents

Purpose/Outcomes	Amendment No. 4 to the Professional Services Agreement with Mt. Hood Home Care Services, LLC for Oregon Project Independence (OPI) in-home care services to Clackamas County residents. These services enable residents to remain in their homes in their own communities.
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$35,000 for a revised contract maximum of \$275,530. The contract is funded through the Social Services Division agreement with the Oregon Department of Human Services, Community Services & Supports Unit.
Funding Source	OPI allocated State General Funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on September 30, 2019
Previous Board Action	060718-A1
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	8345

Background

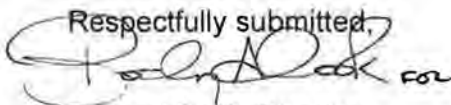
The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Professional Services Agreement #8345, Amendment #4 with Mt. Hood Home Care Services, LLC. This amendment adds \$35,000 to the maximum compensation and extends the contract term through September 30, 2019.

This amended agreement maximum is \$275,530. This amendment provides funding for an additional three months of service under this agreement while Procurement completes the current RFP process. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution and continues through September 30, 2019.

Recommendation

Staff recommends the approval of this agreement and request that Richard Swift, Director of Health, Housing and Human Services Dept. be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

Professional Services Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8345 SubReipient #: N/A Board Agenda #: _____

Division: Social Services Amendment Number: 4

Contractor Mt Hood Home Care Services, LLC

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that increases the total OPI funded agreement amount and extends the agreement termination date to September 30, 2019. This results in an increase to the agreement budget of \$35,000.

Except as amended hereby, all other terms and conditions of the agreement remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

This Amendment #4, when signed by the Mt Hood Home Care Services, LLC; formerly Sandy Home Care Services, Inc, ("AGENCY") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the agreement documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the AGENCY and COUNTY entered into those certain Agreement documents for the provision of services dated July 1, 2017 as may be amended ("agreement");

WHEREAS, the AGENCY and County desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the County and AGENCY hereby agree that the Agreement is amended as follows

I. AMEND: I. SCOPE OF SERVICES, B. Term

B. Services required under the terms of this agreement shall commence July 1, 2017 and shall terminate June 30, 2019.

TO READ: I. SCOPE OF SERVICES, B. Term

B. Services required under the terms of this agreement shall commence July 1, 2017 and shall terminate ***September 30, 2019***.

II. Amend: II. COMPENSATION AND RECORDS, A. Compensation

- 2. The maximum compensation allowed under this agreement is \$240,530 in Oregon Project Independence (OPI) funding funding for the delivery of authorized OPI In-Home Services.

TO READ: II. COMPENSATION AND RECORDS, A. Compensation

- 2. The maximum compensation allowed under this agreement is \$275,530 in Oregon Project Independence (OPI) funding funding for the delivery of authorized OPI In-Home Services.

Except as set forth herein, the County and the AGENCY ratify the remainder of the Agreement and affirm that no other changes are made hereby.

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

Mt Hood Home Care Services, LLC.	CLACKAMAS COUNTY
By: _____ Mary Sandercock, Director/Owner	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humbertson Commissioner: Paul Savas Commissioner: Martha Schrader
_____	Signing on Behalf of the Board:
Date	
Approved as to Content	_____
_____	Richard Swift, Director Department of Human Services
Shannon Christie, Operations Manager	
_____	_____
Date	Date

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160453 with the State of Oregon,
Department of Human Services, Aging and People with Disabilities Division for the
Provision of No Wrong Door Services to Clackamas County Residents

Purpose/Outcomes	State and Federally funding to provide No Wrong Door services for Clackamas County residents age 60 and over to assist in making informed Long Term Care decisions.
Dollar Amount and Fiscal Impact	The total agreement is \$285,387. Funded by State General Fund and Federal Medicaid funds.
Funding Source	Funded by State General Fund and Federal Medicaid funds. No County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	071317-A8, 030818-A1
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved this document on 6/25/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 9352

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of the Intergovernmental Agreement #160453 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Supports & Services. This agreement provides continued funding for the Social Services Division Aging & Disabilities Resource Center (ADRC) Unit to administer the No Wrong Door approach to providing access to public and private long term care services and support, including Person Centered Options Counseling. This service model links residents to resources and support to assist them in making informed Long Term Care decisions. This helps residents remain independent and involved in the community of their choosing as long as possible.

Social Services Division is the designated ADRC for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Supports & Services. This agreement reflects the funding allocation for the July 1, 2019 through June 30, 2021 biennium. This agreement was reviewed and approved by County Council on June 25, 2019. No County general funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by the text ", FOR" in a smaller, printed font.

Richard Swift, Director
Health Housing & Human Services



Agreement Number 160453

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
by and through its Social Services Division
Attn: Brenda Durbin
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
503.655.8640
brendadur@co.clackamas.or.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

**Aging and People with Disabilities
Community Supports & Services
500 Summer Street N.E.
Salem, OR 97301
Agreement Administrator: Tatia Halleman or delegate
Telephone: 503-945-6029
Facsimile: 503-373-1133
E-mail address: Tatia.A.Halleman@state.or.us**

1. Effective Date and Duration.

This Agreement, when fully executed by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or on **July 1, 2019**, whichever date is later, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions
- (7) Attachment A: ADRC – No Wrong Door Quarterly Invoice sample

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, C, and Attachment A.
- c.** For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

- a.** The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$285,387.00**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work and will not pay for Work until this Agreement has been signed by all parties.
- b.** DHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Vendor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.778.

5. County Data and Certification.

a. County Information. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: 2051 Kaen Road

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

Email address: stefanierei@clackamas.us

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

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, All insurance listed herein and required must be in effect prior to Agreement execution.

Workers’ Compensation Insurance Company: self-insured

Policy #: _____ Expiration Date: _____

b. Certification. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements in Exhibit C of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being

performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County.

- (3) The information shown in Section 5a. “County Information”, is County’s true, accurate and correct information;
- (4) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

6. **Signatures.** This Agreement and any subsequent amendments 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 the Agreement and any amendments so executed shall constitute an original.

**Clackamas County
By and through its Social Services Division:**

_____	Richard Swift
Authorized Signature	Printed Name
Director; Health, Housing & Human Services Dept.	_____
Title	Date

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

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General on	June 19, 2019
Department of Justice	Date

EXHIBIT A

Part 1 Statement of Work

1. Background:

AAA's staff provide 'No Wrong Door' access to public and private long-term services and supports, including Aging and Disability Resource Connection (ADRC) Information and Referral (I&R) and Person-Centered Options Counseling (PCOC) services. PCOC is a core ADRC service and is defined as a service that supports informed long-term care decision making through assistance provided to individuals and families to help them understand their strengths, needs, preferences, and unique situations. This knowledge is translated into support strategies, plans, and tactics based on the availability of community resources.

Local partners, may include, although not be limited to the Area Agency on Aging, Aging and People with Disabilities, Community Developmental Disabilities Program(s), Veterans Services, and Mental Health Services.

This Contract is to fund a direct service position to support the ADRC– No Wrong Door that provides allowable services as described in the Program Requirements Section.

2. Definitions:

- a. AAA – Area Agency on Aging
- b. I&R – Information and Referral Services
- c. LTSS – Long Term Services and Supports
- d. NWD – No Wrong Door
- e. OMAC – Oregon Medicaid Administration Claiming
- f. RDSS - Random Day Survey System
- g. RTZ – Software System
- h. PCOC – Person Centered Options Counseling

3. Program Requirements for County Participation:

a. System Requirements:

(1) RTZ

- (a) County must document all ADRC activity for I&R, PCOC, and OMAC eligible activity in RTZ.
- (b) County must ensure that staff is trained and competent using RTZ.
- (c) There will be no other alternative system for County participants.

(2) RDSS

- (a) County must use RDSS for labor time tracking.
- (b) County must use codes 6B - Information and Referral (I&R) and 6C - Options Counseling (OC) to record allowable ADRC activities eligible for OMAC.
- (c) County must ensure that staff is trained and competent using RDSS.
- (d) With prior written approval from APD, County may use 100% timekeeping option for labor time tracking as an alternative to RDSS.
- (e) There will be no other alternative system for County participants.
- (f) The formula to calculate percentage of cost eligible for Medicaid Match is as following:
 RDSS codes 6b + RDSS codes 6c divided by (Total Time for Day- (RDSS Codes 18-22) equal to Medicaid Reimbursement percentage.

$$\frac{6b + 6c}{\text{Total time} - (18-22) \text{ RDSS Codes}}$$
 18- Paid Break
 19- Paid Leave
 20 -Non-Paid Leave
 21- Training
 22- General Administration

b. Required Services:

(1) Information & Referral(I&R)

- (a) County shall perform ADRC Information and Referral (I&R) activities as directed by the ADRC consumer-based standards located here: <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/ADRCDocuments/ADRC%20Consumer%20Based%20Standards%20for%202015.pdf>.

(2) Person Centered Options Counseling (PCOC)

- (a) County shall perform Person Centered Options Counseling (PCOC) activities as directed by the ADRC consumer-based standards located here: <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/ADRCDocuments/ADRC%20Consumer%20Based%20Standards%20for%202015.pdf>

c. Consumer screening protocol

- (1) County should attempt to assess if the consumer is already receiving Medicaid or Medicaid LTSS services and assist accordingly.
 - (a) Aging and People with Disabilities (APD) Medicaid LTSS beneficiaries should be redirected to their servicing APD/AAA local office for questions related to their eligibility, benefits, or LTSS needs. These consumers should not be enrolled in Options Counseling.
 - (b) All other individuals, including individuals that receive Medicaid from the Oregon Health Authority, DHS Self-Sufficiency or Child Welfare, may receive ADRC I&R and PCOC services.

d. Oregon Medicaid Administrative Claiming (OMAC) eligible activities:

- (1) Federal matching funds under Medicaid are available for the cost of administrative activities that directly support efforts to identify and enroll potential eligible consumers into Medicaid and that directly support the provision of medical services covered under the state Medicaid plan.
- (2) County may request Federal match for allowable ADRC Information and Referral (I&R) and Person-Centered Options Counseling (PCOC) activities related to the Medicaid services detailed below specifically. Federal match can only be claimed for time spent on activities related to these Medicaid services:
 - (a) Medicaid
 - i. **Physical health:** Doctor visits, preventive services, testing, treatment for most major diseases, emergency ambulance and 24-hour emergency care, family planning services, and pregnancy and newborn care.
 - ii. **Behavioral health:** Mental health and counseling, and help with addiction to tobacco, alcohol and drugs.
 - iii. **Dental health:** Cleanings and preventive treatments, dental check-ups and x-rays, fillings, tooth removal, 24-hour emergency care.
 - iv. **Prescriptions:** OHP with Limited Drug only includes drugs not covered by Medicare Part D.
 - v. **Eye care:** Medical care; glasses to treat a qualifying medical condition such as aphakia or keratoconus, or after cataract surgery.
 - vi. **Vision care:** Exams and glasses (only for pregnant women and children under age 21).

- vii. **Other needs:** OHP can pay for hearing aids, medical equipment, home health care, skilled therapy, hospital care, Medicare premiums, co-pays, and deductibles, and transportation to health care appointments.
- (b) State Plan services
 - i. **Personal Care Services:** Assistance with Activities of Daily Living for people residing in their own home. Limited to 20 hours per month.
 - ii. **Home Health Services.**
 - iii. **K Plan Services:** LTSS services including: Adult Day Health, Adult Foster Homes, Assisted Living, Community Nursing, Home Modifications, In-Home Services, Home Delivered Meals, Non-medical Transportation, Residential Care, Technology and Adaptive Equipment, Specialized Medical Equipment and Supplies, Skills Training (STEPS), Transition Services (Nursing Facility to Community)
 - iv. **Nursing Facility Services**
 - v. **PACE (Program for All-inclusive Care for the Elderly) Services**
 - vi. **Waiver services:** Case management and transition services (community-based to in-home)
 - e. **Quality Assurance:**
 - (1) County will ensure appropriate and accurate NWD claiming by:
 - (a) Conducting a random monthly sample comparing the information generated from labor tracking reports (RDSS) and activity documentation (RTZ) with potential claims for NWD activities.
 - (b) Cooperating and providing additional information and claim details when requested by State and Federal oversight authorities.
 - (c) Consistently documenting NWD activities and the staff time spent performing the activities.
 - i. RDSS, RTZ, and invoice information must match and will be verified by DHS.
 - ii. County will be paid after the DHS has determined that the invoice is accurate and valid.
 - f. **Goals & Timelines: County will be held accountable for achieving measurable objectives.**

- (1) County shall demonstrate an effort to incrementally increase the total number of unique consumers served over the duration of the Contract. County shall provide a quarterly report with a narrative detailing the efforts made to increase the total number of unique consumers served during the previous quarter. APD will review the County's quarterly reports along with service trends over time and determine whether the County has satisfied this requirement during the Contract period. If APD determines the County is not meeting the desired outcome, APD will provide technical assistance to the County to help County meet the desired outcome.
- (2) RDSS information must be entered into the system within five working days of each sample day, unless additional guidance is provided by APD. Sample days are randomly selected by APD administrative staff and will be provided to the County no earlier than 24 hours prior to the sample day.
- (3) Invoice must be submitted to APD before the last day of the month following the quarter for which claims are made. Failure to submit timely, accurate and/or complete claims will result in a denial of said claims by APD.
- (4) RTZ must be consistent with the labor information documented in RDSS and the accompanying invoice. The amount of time for activities entered into RDSS must correspond to the documentation entered into RTZ. The reimbursement percentage of the invoice will be based on the reimbursement percentage from RDSS. If the RTZ time does not support the RDSS, time entry will be reduced by a percentage of time equal to the missing documentation.

4. County must ensure:

- a. Compliance with the current ADRC of Oregon Consumer Based Standards, and to the requirements of this Contract. Oregon Consumer Based Standards can be located at: <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/ADRCDocuments/ADRC%20Consumer%20Based%20Standards%20for%202015.pdf>.
- b. County staff who deliver Information and Referral (I&R) or Person Centered Options Counseling services through this Contract utilize the ADRC software system RTZ located at: <https://adrcoforegon.org/paceseam/> to document contact with consumers.
- c. County staff delivering Information and Referral (I&R) or Person-Centered Options Counseling (PCOC) services undergo appropriate training.
 - (1) Information and Referral (I&R) specialists must participate in required training and be working towards certification that meets state and national requirements.

- (2) Person Centered Options Counselors must participate and earn a certificate of completion in PCOC training and other required training that meets state and national requirements.
- (3) Person Centered Options Counselors providing care transitions must also complete specialized training that is evidence based.
- d. Person Centered Options Counselors adhere to the most recent PCOC practice standards, "Options Counseling in Oregon: Professional Standards and Tools to Support Options Counseling," located at: <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/AAABusinessTraining/standards-tools.pdf>.
- e. Participation in regular ADRC coordination meetings and Information and Referral (I&R) and PCOC specific technical assistance calls to address challenges and progress.
- f. ADRC Region develops along with local partners sustainable Information and Referral (I&R) and Person-Centered Options Counseling services through blended funding, including existing Older Americans Act funds, Medicaid administrative claiming, development of private pay and sliding fee options, etc.
- g. To maintain contact with DHS leads and liaisons for ADRC project.

5. Documentation Requirements:

County must use the ADRC software system RTZ to document all required information for Information and Referral (I&R) and Person Centered Counseling (PCOC) activities as detailed in the Oregon Medicaid Administrative Claiming (OMAC) Guide for ADRC services at : <https://www.oregon.gov/DHS/SENIORS-DISABILITIES/SUA/Pages/ADRC-OMAC.aspx>

This information must be entered into the RTZ system no later than the next business day from the encounter. Utilization of RTZ system is critical for continuous quality improvements and demonstration of consumer-based outcomes.

EXHIBIT A

Part 2

Payment and Financial Reporting

1. Payment Provisions.

County shall prepare and submit written invoices to DHS quarterly for work performed. (See Exhibit A, Part 1, Section 3, Program Requirements for County Participation).

County shall revise and resubmit invoices to DHS' satisfaction.

- a. County will be paid according to actual costs per quarter but not to exceed 1/6th of the Contract not-to-exceed amount in section 3.b. of this Contract. If the actual costs per quarter exceed 1/6th of the Contract not-to-exceed amount in section 3.b., the actual costs may be rolled over to the next quarterly invoice for reimbursement up to the quarterly total maximum payment limit.
- b. County may request general funds only for reimbursement, this will reduce the available federal fund match.
- c. The allowable time to spend on an activity is as follows:
 - (1) 6B Information and Referral = 1 – 30 minutes
 - (2) 6C Option Counseling = 1 – 4 hoursPreapproval is required for 6C Option Counseling. Preapproval is obtained by emailing a request to the Contract Administrator. The Contract Administrator will send an email either approving or denying the request. If the request is denied, Contract Administrator will provide the reason why in the email.
- d. Invoice must be submitted using the form provided by DHS (See Attachment A for invoice sample), and submitted to:

Community Supports & Services

tatia.a.halleman@state.or.us

- e. County shall submit a final invoice for services no later than 45 days after the end of a billing period.

f. Invoices are due as follows:

Fiscal Year Billing Period	Invoice Due Date
July 1- September 30, 2019	October 31, 2019
October 1- December 31, 2019	January 31, 2020
January 1 – March 31, 2020	April 30, 2020
April 1-June 30, 2020	July 31, 2020
July 1- September 30, 2020	October 31, 2020
October 1- December 31, 2020	January 31, 2021
January 1 – March 31, 2021	April 30, 2021
April 1-June 30, 2021	July 31, 2021

DHS will pay only for approved completed work under this Contract

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a.** All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c.** DHS, County and any subcontractor will share information as necessary to effectively serve DHS clients.

2. Amendments.

- a.** DHS reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) DHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on DHS' satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) DHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if DHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** DHS further reserves the right to amend the Statement of Work for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 "Amendments" of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
 - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS' Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;

- (4) The explanation given for the abuse;
- (5) The date of the incident; and
- (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Reserved.

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

6. Nondiscrimination.

- a. The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.
- b. If this Agreement NTE exceeds \$150,000.00, County certifies that County has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

7. HIPAA Compliance. As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. County is a Business Associate of DHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504. County's failure to comply with these requirements shall constitute a default under this Agreement and such default shall not be subject to Exhibit B, Limitation of Liabilities.

- a. **Consultation and Testing.** If County reasonably believes that the County's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County shall promptly consult the DHS Information Security Office. County or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
- b. **Data Transactions Systems.** If County intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, County shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.

8. **Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and DHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or DHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County'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 County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
 - (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
 - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b.** DHS represents and warrants as follows:
- (1) Organization and Authority. DHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) Due Authorization. The making and performance by DHS of this Agreement (a) have been duly authorized by all necessary action by DHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency 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 DHS is a party or by which DHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Funds Available and Authorized Clause.

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

6. Recovery of Overpayments. If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. **Reserved.**

8. **Ownership of Intellectual Property.**

a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
- (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than DHS or County.

b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, DHS will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to DHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.b.(1) on DHS' behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).

c. If state or federal law requires that DHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that DHS or the United States own the intellectual property, then County shall execute such further documents and instruments as DHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or DHS. To the extent that DHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, DHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

d. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as DHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the

expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) 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 Bankruptcy Code, or (8) 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 County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County 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 consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. DHS Default. DHS shall be in default under this Agreement upon the occurrence of any of the following events:

- a. DHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by DHS herein or in any documents or reports relied upon by County to measure performance by DHS is untrue in any material respect when made.

11. Termination.

- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to DHS;
 - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. DHS Termination. DHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if DHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of DHS under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, DHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces DHS' legislative authorization for expenditure of funds to such a degree that DHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by DHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as DHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

- (6) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
 - c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 12. **Effect of Termination.**
 - a. **Entire Agreement.**
 - (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
 - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
 - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 17. Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**
- a.** County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. 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.
- 20. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 21. No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. 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 any greater than the rights and benefits enjoyed

by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

28. Reserved.

- 29. Contribution.** 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.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State 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 County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County 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 State on the one hand and of the County 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 State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County 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 State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State 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 County on the one hand and of the State 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 County'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.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units 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 County'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 negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

- 31. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
 - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, DHS may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C

SUBCONTRACTOR INSURANCE REQUIREMENTS

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DHS. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts 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 stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government 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 Local Government directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, 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). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Agreement, and have no limitation of coverage to designated premises, project or

operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

Required Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the DHS or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DHS has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, 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 Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of Agreement, or, (iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by DHS under this agreement and to provide updated requirements as mutually agreed upon by Contractor and DHS.

STATE ACCEPTANCE:

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

EXHIBIT D

Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - 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 contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f.** No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. Reserved.

10. Pro-Children Act. County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. Medicaid Services. As applicable, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a.** Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c.** Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d.** Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e.** Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. Agency-based Voter Registration. If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

- (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

ADRC - NWD Quarterly Invoice

AAA:	Contract #:
Quarter:	

Monthly Site Expenditures	Total Costs Per Category	Description
Salaries:		Cost of direct ADRC- No Wrong Door Employees
Employee Benefits:		
Direct Supplies		
Direct Rent/Utilities		
Telephone/Travel		
Indirect Rate/other Indirect cost*		
Total	\$0.00	

* If claiming indirect cost the indirect charts needs to be filled out.

ADRC-NWD Reimbursement Percentage= _____
--

** State will fill out at end of each Quarter and send percentage to you.

Total ADRC-NWD Medicaid Eligible Costs	
State Match Share	50%
Requested federal share	50%
If total cost of invoice does not qualify for federal match, you can request the difference between Total Cost and Total ADRC-NWD Medicaid Eligible Costs. This will reduce available Federal Match Funds.	
Amount requested in State (General Funds)	\$0.00
Total= Total Cost- Total ADRC-NWD Medicaid Eligible Costs	

RDSS Data

AAA	Date	NWD	NWD non	Allowed NWD %	Non Allowed NWD%	All other
				0.00%	0.00%	100.00%
			-	0.00%	0.00%	100.00%
			-	#VALUE!	0.00%	100.00%
		-	-			
Rolling Quarter				#VALUE!	0.00%	100.00%

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154433, Amendment #4 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Older Adult Residents

Purpose/Outcomes	Funding to provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services, as well as Special Project Allocation (SPA) funded evidence-based health promotion services for Older Adults in Clackamas County
Dollar Amount and Fiscal Impact	The total agreement is \$6,065,639. Funded by Federal OAA Funds and State General Funds designated for the OPI and SPA Programs.
Funding Source	Federal Older American Act & State General Fund - County General Funds used to meet match requirements for internal programs.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	071317-A9, 052418-A6, 071218-A6
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved the original agreement on 6/29/17
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8385

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Grant Agreement #154433, Amendment #4 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Services and Supports. This agreement provides funding for the Social Services Division to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services as well as Special Project Allocation (SPA) funds for evidence-based health promotion services for older adults, persons 60 and over, living in Clackamas County. The services provided include nutrition programs, evidence-based health promotion activities, family caregiver supports, transportation, information and referral activities, and In-home services. These

Healthy Families. Strong Communities.

services link residents with resources to meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

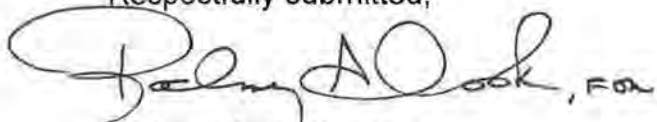
Social Services Division is the designated Area Agency on Aging (AAA) for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, Community Services and Supports.

The planning allocation was decreased by \$180,000 from \$6,245,639 to \$6,065,639. This agreement reflects the adjusted OPI funding for July 1, 2018 through June 30, 2019 of the 2017-2019 biennial agreement period. The original agreement was reviewed and approved by County Council on June 29, 2017. This amendment is effective June 19, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift, Director". The signature is stylized and cursive.

Richard Swift, Director
Health Housing & Human Services

Grant Agreement Number 154433



**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL GRANT AGREEMENT**

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

This is amendment number 4 to Grant Agreement Number 154433 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its County Social Services Division (CCSS)
Attention: Brenda Durbin
PO Box 2950
2051 Kaen Road
Oregon City, OR 97045
Telephone: (503) 655-8640
Facsimile: (503)655-8889
E-mail address: brendadur@co.clackamas.or.us**

hereinafter referred to as "Recipient".

1. This amendment shall become effective on the date this amendment has been approved by the Department of Justice or June 1, 2019 whichever date is later, and when fully executed by every party and, when required, approved by Department of Administrative Services and Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Section 3. "**Grant Disbursement Generally,**" is amended as follows:

Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is ~~\$6,245,639.00~~ **\$6,065,639.00**. DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

b. **Exhibit A, Part 2, “Payment and Financial Reporting, for Older American Act and Oregon Project Independence services”, section 1. “Funding Appropriations”, section b. only, is replaced and superseded in its entirety as follows:**

b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

Older Americans Act	\$3,596,974.00	CFDA 93.044, 93.045, 93.043, 93.052, 93.041
NSIP	\$327,979.00	CFDA 93.053
Continued Seq. Mitig. SPA Funds	\$196,321.00	
Continued EBSPA Funds	\$115,587.00	
Oregon Project Independence	\$1,821,485.00	
Oregon Project Independence Pilot	\$0.00	
Other State Funds	\$7,293.00	

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4. **Recipient Data and Certification.** Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Recipient Proof of Insurance. Recipient shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein and required by Exhibit C of the original Agreement, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

RECIPIENT, BY EXECUTION OF THIS AMENDMENT, HEREBY ACKNOWLEDGES THAT RECIPIENT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

5. Signatures.

Clackamas County
By:

Authorized Signature

Printed Name

Title

Date

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

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Steven Marlowe, Department of Justice attorney email approval on file
Department of Justice

6/19/2019
Date

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agreements #18575, #18576 and #18577, Modification #1 with Ride Connection, Inc. to Provide Funding for Rides Provided by Social Services, Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	This Modification increases these Agreements - #18575 increase of \$109,500 for a total of \$215,810; Agreement #18576 increase of \$30,989 for total of \$61,075; Agreement #18577 increase of \$31,328 for total of \$61,743. These agreements are funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF and Tri-Met General funds. No County General Funds are involved
Duration	Effective July 1, 2018 and terminates on June 30, 2020
Previous Board Action	010517-A3, 092018-A21
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved this document on 6/25/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 8995 (18575), H3S#8996 (18577), H3S#8997(18576)

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements #18575, #18576 and #18577 Modification #1 with Ride Connection, Inc. These agreement provides State of Oregon – Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Social Services Transportation Reaching People (TRP) program. This

Healthy Families. Strong Communities.

agreement provides continued funding for FY2019-20 to reimburse TRP for transportation services they provide to Clackamas County seniors and persons with disabilities. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Agreements #18575 and #18577 are specific to rides the TRP program provides in either a lift equipped mini-buses or mini-vans driven by paid staff; while Agreement #18756 provides supportive funding for volunteer driver mileage reimbursement for rides volunteer drivers provide in their own vehicles. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

The modification to Agreement#18575 adds \$109,500 to the original agreement. The modification to Agreement#18576 adds \$30,989 to the original agreement. The modification to Agreement#18577 adds \$31,328 to the original agreement. All three (3) modifications extend the termination date to June 30, 2020. County Council reviewed and approved these modifications on June 25, 2019. No County General Funds are involved. These agreements provide the second year of the two-year STF grant funding that was awarded during the January 2017 application cycle.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Handwritten signature of Richard Swift in black ink, followed by the text ", FOR".

Richard Swift, Director
Health, Housing and Human Services

**MODIFICATION No. 1 to AGREEMENT #18575
BETWEEN
Ride Connection and Clackamas County Consortium**

This Modification is written to make the following changes to the above-referenced Agreement.

AGREEMENT:

1. Section (8), Paragraph B. Funding of the contract is deleted in its entirety and replaced with the following:

“The total contract not to exceed amount is now **\$215,810**, in lieu **\$106,310** for an increase of **\$109,500.**”

2. Section (9) Term of the contract is deleted in its entirety and replaced with the following:

“This Agreement shall be in effect from **7/1/2018** through **6/30/2020**, unless the Agreement is terminated earlier as provided in this Agreement.”

3. Section (10) Communications Ride Connection Project Manager is deleted and replaced with **Scott Gates**.
4. The Contract is hereby modified to include the following language.

19. Termination for Default

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Subrecipient fails to follow procedures set forth in the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>);
- E. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;

- F. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- G. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
- H. Subrecipient may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

NO OTHER CHANGES

By signature hereto, both parties agree to this modification as written. Subrecipient affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Ride Connection, Inc.

Signature

Printed Name

Title

Date

Clackamas County Consortium

CLACKAMAS COUNTY
 Commissioner: Jim Bernard, Chair
 Commissioner: Sonya Fischer
 Commissioner: Ken Humberston
 Commissioner: Paul Savas
 Commissioner: Martha Schrader
Signing on Behalf of the Board:

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

Date

**MODIFICATION No. 1 to AGREEMENT #18576
BETWEEN
Ride Connection and Clackamas County Consortium**

This Modification is written to make the following changes to the above-referenced Agreement.

AGREEMENT:

1. Section (8), Paragraph B. Funding of the contract is deleted in its entirety and replaced with the following:

“The total contract not to exceed amount is now **\$61,075**, in lieu **\$30,086** for an increase of **\$30,989.**”

2. Section (9) Term of the contract is deleted in its entirety and replaced with the following:

“This Agreement shall be in effect from **7/1/2018** through **6/30/2020**, unless the Agreement is terminated earlier as provided in this Agreement.”

3. Section (10) Communications Ride Connection Project Manager is deleted and replaced with **Scott Gates**.
4. The Contract is hereby modified to include the following language.

19. Termination for Default

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Subrecipient fails to follow procedures set forth in the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>);
- E. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;

- F. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- G. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
- H. Subrecipient may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

NO OTHER CHANGES

By signature hereto, both parties agree to this modification as written. Subrecipient affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Ride Connection, Inc.

Signature

Printed Name

Title

Date

Clackamas County Consortium

CLACKAMAS COUNTY
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader
Signing on Behalf of the Board:

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

Date

**MODIFICATION No. 1 to AGREEMENT #18577
BETWEEN
Ride Connection and Clackamas County Consortium**

This Modification is written to make the following changes to the above-referenced Agreement.

AGREEMENT:

1. Section (8), Paragraph B. Funding of the contract is deleted in its entirety and replaced with the following:

“The total contract not to exceed amount is now **\$61,743**, in lieu **\$30,415** for an increase of **\$31,328.**”

2. Section (9) Term of the contract is deleted in its entirety and replaced with the following:

“This Agreement shall be in effect from **7/1/2018** through **6/30/2020**, unless the Agreement is terminated earlier as provided in this Agreement.”

3. Section (10) Communications Ride Connection Project Manager is deleted and replaced with **Scott Gates**.
4. The Contract is hereby modified to include the following language.

19. Termination for Default

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Subrecipient fails to follow procedures set forth in the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>);
- E. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;

- F. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- G. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
- H. Subrecipient may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

NO OTHER CHANGES

By signature hereto, both parties agree to this modification as written. Subrecipient affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Ride Connection, Inc.

Signature

Printed Name

Title

Date

Clackamas County Consortium

CLACKAMAS COUNTY
 Commissioner: Jim Bernard, Chair
 Commissioner: Sonya Fischer
 Commissioner: Ken Humberston
 Commissioner: Paul Savas
 Commissioner: Martha Schrader
Signing on Behalf of the Board:

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

Date

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agreement #18574, Modification #1 with
Ride Connection, Inc. to Provide Funding for Rides Provided by Members
of the Clackamas County Transportation Consortium

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	This modification is for \$162,532 for a new total agreement of \$320,331. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2018 and terminates on June 30, 2020
Previous Board Action	010517-A3, 092018-A19
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 8994

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements #18574, Modification #1 with Ride Connection, Inc. This agreement provides State of Oregon, Dept. of Transportation, Special Transportation Formula (STF) funding for rides that originate outside the TriMet service district. All rides are provided throughout the County by members of the Clackamas County Transportation Consortium (CCTC). This agreement funds the core base-services of the CCTC programming as well as continued funding for FY2019-20 to reimburse members of the CCTC for transportation services they provide to Clackamas County

seniors and persons with disabilities. These funds help residents to remain independent and engaged in their community as long as possible.

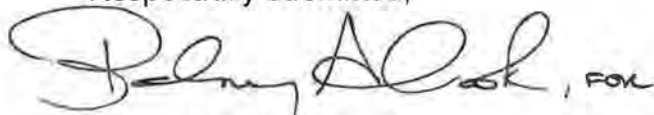
Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers providing services outside the TriMet service district are in Canby, Estacada, Hoodland/Welches, Molalla, Oregon City, and Sandy. All Center rides are provided in lift equipped mini-buses and/or vans to the residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. The TRP program utilizes this funding to provide rides with volunteer drivers in their privately owned autos. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This modification adds \$162,532 to the original agreement and extends the termination date to June 30, 2020. County Council reviewed and approved this modification on June 25, 2019. No County General Funds are involved. This agreement provides the second year of the two-year STF grant funding that was awarded during the January 2017 application cycle.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a small "FOX" in the bottom right corner of the signature.

Richard Swift, Director
Health, Housing and Human Services

**MODIFICATION No. 1 to AGREEMENT #18574
BETWEEN
Ride Connection and Clackamas County Consortium**

This Modification is written to make the following changes to the above-referenced Agreement.

AGREEMENT:

1. Section (8), Paragraph B. Funding of the contract is deleted in its entirety and replaced with the following:

“The total contract not to exceed amount is now **\$320,331**, in lieu **\$157,799** for an increase of **\$162,532.**”

2. Section (9) Term of the contract is deleted in its entirety and replaced with the following:

“This Agreement shall be in effect from **7/1/2018** through **6/30/2020**, unless the Agreement is terminated earlier as provided in this Agreement.”

3. Section (10) Communications Ride Connection Project Manager is deleted and replaced with **Scott Gates**.
4. The Contract is hereby modified to include the following language.

19. Termination for Default

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Subrecipient fails to follow procedures set forth in the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>);
- E. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;

- F. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- G. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
- H. Subrecipient may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

NO OTHER CHANGES

By signature hereto, both parties agree to this modification as written. Subrecipient affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Ride Connection, Inc.

Signature

Printed Name

Title

Date

Clackamas County Consortium

CLACKAMAS COUNTY
 Commissioner: Jim Bernard, Chair
 Commissioner: Sonya Fischer
 Commissioner: Ken Humberston
 Commissioner: Paul Savas
 Commissioner: Martha Schrader
Signing on Behalf of the Board:

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

Date

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agreement #18573, Modification 1, with
Ride Connection, Inc. to Provide Funding for Specialized Service Rides Provided
by Members of the Clackamas County Transportation Consortium

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	This Modification is for \$156,822 for a new total agreement of \$309,076. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved.
Duration	Effective July 1, 2018 and terminates on June 30, 2020
Previous Board Action	010517-A3, 092018-A19
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved this document on 6/25/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 8993

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreement #18573, Modification #1 with Ride Connection, Inc. This agreement provides State of Oregon, Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Hoodland/Welches, NCPRD-Milwaukie, Molalla and Sandy Community Centers. This agreement provides continued funding for FY2019-20 to reimburse these members of the Clackamas County Transportation Consortium (CCTC) for transportation services they provide to Clackamas County seniors and persons with disabilities. These funds

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help residents to remain independent and engaged in their community as long as possible.

This agreement is specific to the (4) community centers listed above to provide rides in lift equipped mini-buses and/or vans to residents that are outside the Center's immediate service area who wish to come to the Center for activities and/or meals. The transportation services provided by the community centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area and beyond. This agreement also provides funding for these Centers to use taxis to provide transportation to medical facilities outside their service area. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This modification adds \$156,822 to the original agreement and extends the termination date to June 30, 2020. County Council reviewed and approved this modification on June 25, 2019. No County General Funds are involved. This agreement provides the second year of the two-year STF grant funding that was awarded during the January 2017 application cycle.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by the text ", FOR" in a smaller, less legible script.

Richard Swift, Director
Health, Housing and Human Services

**MODIFICATION No. 1 to AGREEMENT #18573
BETWEEN
Ride Connection and Clackamas County Consortium**

This Modification is written to make the following changes to the above-referenced Agreement.

AGREEMENT:

1. Section (8), Paragraph B. Funding of the contract is deleted in its entirety and replaced with the following:

“The total contract not to exceed amount is now **\$309,076**, in lieu **\$152,254** for an increase of **\$156,822.**”

2. Section (9) Term of the contract is deleted in its entirety and replaced with the following:

“This Agreement shall be in effect from **7/1/2018** through **6/30/2020**, unless the Agreement is terminated earlier as provided in this Agreement.”

3. Section (10) Communications Ride Connection Project Manager is deleted and replaced with **Scott Gates**.
4. The Contract is hereby modified to include the following language.

19. Termination for Default

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Subrecipient fails to follow procedures set forth in the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>);
- E. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;

- F. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- G. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
- H. Subrecipient may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

NO OTHER CHANGES

By signature hereto, both parties agree to this modification as written. Subrecipient affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200-403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Ride Connection, Inc.

Signature

Printed Name

Title

Date

Clackamas County Consortium

CLACKAMAS COUNTY
 Commissioner: Jim Bernard, Chair
 Commissioner: Sonya Fischer
 Commissioner: Ken Humberston
 Commissioner: Paul Savas
 Commissioner: Martha Schrader
Signing on Behalf of the Board:

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

Date

COPY

July 11, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for 5310 Enhanced Mobility Funds for Preventative Maintenance, Operations and Replacement Vehicle Funding for Mt Hood Express and Transportation Reaching People and Transportation Services to Boring

Purpose/Outcomes	Agreement with Oregon Department of Transportation, Rail and Public Transit Division to fund preventative maintenance and operations for the Mt Hood Express bus service, preventative maintenance and a replacement vehicle for the Transportation Reaching People Program and purchased services providing elderly and disabled transportation to the Boring area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$236,880. These funds will be used to pay for preventative maintenance and operations for the Mt Hood Express buses, preventative maintenance and a replacement bus purchase for the Transportation Reaching People program, and to provide community-based elderly and disabled transportation services in the Boring area coordinated by the Sandy Senior and Community Center. Match funds will be provided by Special Transportation Formula funds and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	Federal Transit Administration 5310 Elderly and Disabled Transportation grant. No county general funds are involved.
Duration	Effective upon execution and terminates on June 30, 2021
Previous Board Action	012419-A1
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	County Counsel reviewed and approved this document on 6/24/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9369

BACKGROUND:

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with Oregon Department of Transportation, Rail and Public Transit Division to fund preventative maintenance and operations for the Mt Hood Express bus service, preventative maintenance and a replacement vehicle for Transportation Reaching People and purchased services providing elderly and disabled transportation to the Boring area.

The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to medical and social services to elderly and disabled residents. Clackamas County Social Services has received

5310 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007. Match is provided through private contributions.

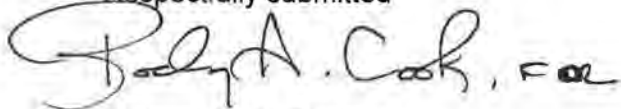
The Transportation Reaching People program provides rides to seniors and persons with disabilities throughout Clackamas County who have limited transportation options to get to medical appointments and other needed services. This agreement provides funding for preventative maintenance for Transportation Reaching People vehicles owned by the County, as well as purchase a replacement for an aging bus. Match is provided by Special Transportation Formula Funds.

This agreement also funds the continuation of the community-based elderly and disabled transportation services in the Boring area. These services will be coordinated by the Sandy Senior and Community Center. The county has received funding for this service since 2013. Match will continue to be provided with Special Transportation Formula Funds.

RECOMMENDATION:

Staff recommend recommends the Board approval of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted

A handwritten signature in black ink that reads "Richard A. Swift, Director". The signature is written in a cursive style with a large initial "R".

Richard Swift, Director
Health, Housing and Human Services

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$263,992.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$236,880.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

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

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** 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 State or Recipient with respect to which the 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. Each 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State 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 Recipient on the one hand and of State 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. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, 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 State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By *Kathleen J. Reakettin*
Recipient's Legal Counsel

Date 6/24/19

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301
1 (503) 731-3320
Jason.d.kelly@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jason Kelly

Date 06/14/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Marvin Fjordbeck by email
(printed)

Date 03/13/2017



DAN JOHNSON
DIRECTOR

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

July 11, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Federal Lands Access Program Project Memorandum of Agreement
with Western Federal Lands Highway Division for the
Lolo Pass Road Stabilization and Surface Preservation Project

Purpose/Outcomes	The purpose of the agreement is to approve a Project Memorandum of Agreement for the Lolo Pass Road Stabilization and Surface Preservation Project.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$4,052,403 Federal Lands Access Program (FLAP) funds: \$3,241,922 County minimum match (10.27%): up to \$371,052 County overmatch: up to \$439,429
Funding Source	FLAP Funds and County Road Funds.
Duration	Upon execution through summer of 2021
Previous Board Action	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement
Counsel Review	The agreement was reviewed by County Counsel on July 2, 2019
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

BACKGROUND:

Clackamas County submitted a grant application to Western Federal Lands Highway Division (WFLHD) to stabilize and improve Lolo Pass Road by extending a section of existing revetment constructed as a part of the Lolo Pass Road Emergency Repair Project. The revetment construction is intended to reduce the likelihood that the Sandy River will leave its banks during the next flood event at this location. Additionally, Lolo Pass Road will receive a two-inch asphalt overlay along the entire 3.99 miles of road between Highway 26 and the Mount Hood National Forest Boundary to the north. The grant application's total estimated cost was \$3,696,370 with a federal funding request of \$3,316,753. During the grant review process, WFLHD added a ten percent construction phase contingency raising the grant's overall project cost estimate to \$4,052,403.

WFLHD awarded the project \$3,241,922 in federal funds, requiring a minimum County Match of 10.27 percent or \$371,052. Up to an additional \$439,429 in County funds will be required to complete the project as envisioned in the grant application. WFLHD's grant award decision was based on providing 80 percent of the project's total estimated cost. Although the grant award is less than the application's request, the revetment adjacent to Lolo Pass road described in the grant application is in need of stabilization, the entire road limits are in need of an asphalt overlay and leveraging the funds to pay for most of the project is prudent.

A Program Match Agreement was approved by the Board in February of 2018 to confirm the Clackamas County's intention to meet our grant award and match requirements. This agreement is required to identify the responsibilities between WFLHD and Clackamas County for the project.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Match Agreement with WFLHD for the Lolo Pass Road Stabilization and Surface Preservation Project as listed in the agreement.

Respectfully submitted,

Joel Howie,
Civil Engineering Supervisor

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: Lolo Pass Road Stabilization and Surface Preservation, OR CLACK 37005(2)

Project Route: Clackamas County Road #37005

State: Oregon

County: Clackamas County

Owner of Federal Lands to which the Project Provides Access: United States Forest Service – Mt. Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Clackamas County

Type of Work:

- Preliminary Engineering
- NEPA / Permitting
- Rehabilitation
- Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Clackamas County

The Program Decision Committee approved this project on August 30, 2016.

AGREED:

Commissioner, Clackamas County

Date

Chief of Business Operations, FHWA - WFLHD

Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, Clackamas County agrees to provide a matching share equal to 10.27% of the total cost of the project, as detailed more fully in Section J below. When agencies other than Federal Highway Administration – Western Federal Lands Highway Division will be expanding FLAP Funds, the parties agree to execute a separate obligating document. No reimbursement will be made for expenses incurred prior to execution of the obligating document.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

The Clackamas County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Clackamas County has coordinated project development with the USFS – Mt. Hood National Forest. The USFS – Mt. Hood National Forest support of the project is documented by their endorsement of the project application OR FY16-14.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the Federal Highway Administration – Western Federal Lands Highway Division.

E. PROJECT BACKGROUND / SCOPE:

Lolo Pass Road is the only paved access route to the Zig Zag District of the Mt. Hood National Forest and the community of Zig Zag. As a result, the Forest Service and Clackamas County residents are completely dependent upon Lolo Pass Road for access to the Mt. Hood National Forest and Zig Zag. Unfortunately, this critical access route is vulnerable to the unstable hydrology of the Sandy River, which is prone to flooding and periodic washouts. When washouts occur, the only alternative detour is over 30 miles of unpaved roads.

Lolo Pass Road is the access point for visitors seeking to enjoy the trails, campgrounds, fishing and scenic beauty of the Zig Zag Ranger District. Lolo Pass Road serves as an

important access point for the Pacific Crest Trail, as well as for several other trails with the Mt. Hood National Forest. In addition, there are three campgrounds accessed from Lolo Pass Road including a horse campground. Lolo Pass Road and the French's Dome Trail provide access to French's Dome, a popular rock climbing destination. Lolo Pass Road is also the western access for Mt. Hood and its glaciers.

Lolo Pass Road is of critical concern to the National Forest Service because it serves as the only paved access to the Mt. Hood National Forest Zig Zag Ranger District Headquarters. The Zig Zag Ranger District Headquarters is also the location of several maintenance and support facilities including the Rangers office, housing, District Fire Warehouse, and the Road and Trail Warehouse. The Fire Warehouse serves as a local base and support for firefighting. The Road and Trail Warehouse supports Forest Service road and trail maintenance activities in the area. Loss of Lolo Pass Road due to a flood event would not only prevent visitors from accessing this portion of the Mt. Hood National Forest, it would limit access to all the support facilities located at the Zig Zag Ranger District Headquarters and severely hamper on-going operations of this area of the national forest.

Washouts have occurred a number of times over the course of recent years due to flooding and/or channel migration by the Sandy River. The Upper Sandy River has experienced several major floods that caused substantial flooding, bank erosion and damage to Lolo Pass Road. During the 50 years between 1964 and 2014 the river has experienced 8 of the 10 highest peak flows in its 100 year flow record. The flood of record occurred in 1964 and had a flow of 61,400 cubic feet per second. This event completely destroyed the Sandy River Bridge on Lolo Pass Road as well as several other sections of the road. Damaging floods also occurred in 1996 and 2011 resulting in the loss of several additional sections of the road.

During the January 2011 event the Sandy River eroded the roadway embankment at a location about 0.23 miles north of its intersection with E. Barlow Trail Road, washed out approximately 300 feet of Lolo Pass Road, and ran south along the roadway, destroying several houses. A total of 1/2 mile of Lolo Pass Road was washed out. This washout closed the road for over four months.

As a result of this event Clackamas County repaired the damaged section of the road, rechanneled a section of the Sandy River and stabilized the banks with riprap and plantings with added large woody debris for riparian and fish habitat. This returned the road to service and helped reduce the likelihood of the river leaving its channel at that location during future flood events. However, there was not sufficient funding available at the time to completely overlay the road or construct a revetment that protected the entire portion of the west bank where the river left its channel. While these actions returned the road to service and addressed the immediate issues with the river channel, it was not sufficient to prevent the Sandy River from leaving its channel at this location or to protect the road from washout should another flood event occur.

This project undertakes two steps that should help prevent the river from leaving its channel and protect the road from potential washouts. To address these vulnerabilities the existing west bank revetment will be extended 300 feet upstream, and add a 2 inch overlay of the entire road will be added to protect the existing breaks and joints in the road surface from being undermined by future flooding. The extension of the revetment will protect the entire area that experienced bank erosion during the 2011 flood event. The overlay paving will seal the joints that remain exposed from previous patching and reduce the likelihood of failure in those locations during future floods.

F. PROJECT BUDGET:

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds in conjunction with matching funds provided by Clackamas County will fund this project as detailed in Section K.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	To CC	Total	From CC	Total	
PE	\$10,000	\$0	\$10,000	\$220,000	\$220,000	\$230,000
CE	\$10,000	\$0	\$10,000	\$151,061	\$151,061	\$161,061
CN/CM	\$0	\$3,221,992	\$3,221,992	\$0	\$0	\$3,221,992
	\$20,000	\$3,221,992	\$3,241,992	\$371,061	\$371,061	\$3,613,053

Note: The total match is calculated on the total FLAP funds provided. However, the total project cost is \$4,052,403. The FLAP amount is limited to \$3,241,992.

G. ROLES AND RESPONSIBILITIES:

Clackamas County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision.

Clackamas County will administer the other phases of project development such as survey, geotechnical investigation (if required), hydraulic investigation (if required) right-of-way plan preparation (if required), preliminary and final design. The project will be designed to AASHTO Standards. Clackamas County will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

Clackamas County will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. Clackamas County will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Although not expected, prior to Clackamas County soliciting bids for the project, Clackamas County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although not expected, Clackamas County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits. Utility relocation costs will be reimbursable under the construction costs for the project.

During the construction phase, Clackamas County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2015 Edition.

Clackamas County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.

- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Finish
Clackamas County	30% Design	August 2019
Clackamas County	Environmental Reviews and Studies	February 2020
FHWA	NEPA Decision	May 2020
Clackamas County	Final Design	December 2020
Clackamas County	Construction	Summer 2021

I. PROPOSED DESIGN STANDARDS:

Preferred design alternatives will be determined through the NEPA process. The following design criteria will be applied on the project:

Criteria		Comments
Standard Design	AASHTO	Oregon Standard Drawings
Functional Classification	Arterial	
Surface Type	Asphalt	
Design Volume	2,375	ADT = 2,375 at BOP, 1,150 at EOP for 20 year projection, currently at 1,950 at BOP, 950 at EOP

J. FUNDING:

The project is partially funded by the Federal Lands Access Program administered by FHWA-WFL, with matching funds and additional funds provided by Clackamas County.

Fund Source	Amount	Comments
Title 23 FLAP funds – K200	PE - \$10,000 CE - \$10,000 CN - \$3,221,922	The PDC agreed to provide \$3,241,922 of funding including \$20,000 for S/O and NEPA

Local Matching Share – Clackamas County (10.27%)	\$371,061	In-kind services
Additional funds – Clackamas County	\$439,420	
TOTAL	\$4,052,403	

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under Section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be matched by a non-Federal sources, other Federal funds other than those made available under Title 23 and 49 of the United States Code, or by funds made available under 23 USC 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County

Clackamas County has committed to the project. The forms of match shall be those consistent with the “Federal-Aid Guidance Non-Federal Matching Requirements” and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified under the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated cost and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of the project work. Matching cash funds in FWHA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if cost increase over the amount within this agreement, FHWA-WFL will consult with the agency providing match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action or resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts showing which will reduce the federal share by the same amount. The funding plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Clackamas County	PE/CN	In-Kind Services	7/1/2020	\$371,061	This is to match the FLAP amount, additional funds are needed to complete the project

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party’s role and responsibility for this agreement.

Name & Title	Agency	Phone & Email
Joel Howie, Civil Engineering Supervisor	Clackamas County	503-742-4658 jhowie@co.clackamas.or.us
Neal Christensen, Program Manager	FHWA	360-619-7780 Neal.christensen@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all parties.

Potential changes include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Clackamas County	Time
Neal Christensen Program Manager neal.christensen@dot.gov 360-619-7780	Joel Howie, Civil Engineering Supervisor jhowie@co.clackamas.or.us 503-742-4658	15 Days
Pete Field Environment, Planning and Programming Branch Chief Peter.field@dot.gov 360-619-7619	Mike Bezner, Assistant Director of Transportation mikebez@clackamas.us 503-742-7651	15 Days
Dan Donovan Chief of Business Operations Daniel.donovan@dot.gov 360-619-7966	Dan Johnson, Director of Transportation danjoh@clackamas.us 503-742-4326	15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Roles		Comments
		Clackamas County	FHWA	
Planning & Programming	Design exception approval agency identified	Provide	Approve	
Planning & Programming	Evidence of funding allocation	Signed Match Agreement	File copy	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Signed MOA	File copy	
Environment	Identify NEPA contact		Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4F, etc.)	Provide	Review and prepare environmental decision	
Environment	NEPA – Tribal coordination		Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide	File copy	
Environment	Attend public meetings	Notify	Attend as determined by FHWA	
Environment	FHWA NEPA decision	Comply	Provide	FHWA approval needed
Design	Complete 30% PS&E	Provide	Concur	Completed
Design	Complete 95% PS&E	Provide	Approve	Must have written approval by FHWA
Design	Review or approve design exceptions	Provide	Approve	Follow ODOT's process
Acquisitions	Approval of proprietary products	Provide	Approve	
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide	Approve	
Acquisitions	Receive copy of award package	Provide	File copy	
Acquisitions	Review and approve contract modifications	Provide	Approve	
Construction	Attend Pre-Construction Meeting	Attend	Attend as determined by FHWA	

Construction	Final Project Inspections	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	
Construction	Copy of As-Builts	Provide	File	
Construction	Contract disputes (Claims)	Provide	Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Review	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Clackamas County Commission Chair
APPLICANT ORGANIZATION Clackamas County	DATE SUBMITTED

**Federal Lands Access Program
Match Agreement**

State: Oregon

Project Number/Name: OR CLACK 37005(2) / Lolo Pass Road Stabilization and Surface Preservation

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

Clackamas County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to stabilize and improve Lolo Pass Road by extending an already existing revetment and overlaying the existing road surface. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming the under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County and other agencies that have committed to the project in subsequent agreements. The forms of match shall be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' and as approved by FHWA. In the state of Oregon, the match rate is 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with Clackamas County to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
Clackamas County	100%	10.27%
		<hr/> 10.27%

Clackamas County is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP application was \$371,052. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

In addition to the minimum match required shown above, Clackamas County will provide additional non-federal funds as indicated on the application of \$439,429.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:



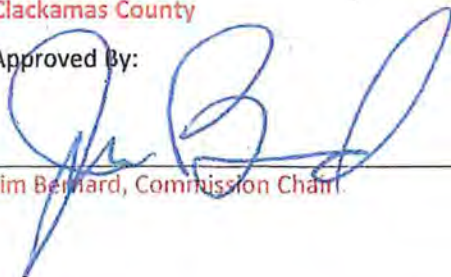
Dan Donovan, Chief of Business Operations

3.6.2018

Date

Clackamas County

Approved By:



Jim Bernard, Commission Chair

Feb 15, 19 B.3

Date



DAN JOHNSON
DIRECTOR

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

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Lands Access Program Project Memorandum of Agreement
with Western Federal Lands Highway Division for the
East Salmon River Road Surface Preservation Project

Purpose/Outcomes	The purpose of the agreement is to approve a Project Memorandum of Agreement for the East Salmon River Road Surface Preservation Project.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$493,099 Federal Lands Access Program (FLAP) funds: \$200,000 County minimum match (10.27%): up to \$22,891 County overmatch: up to \$270,208
Funding Source	FLAP Funds and County Road Funds.
Duration	Upon execution through summer of 2020
Previous Board Action	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement
Counsel Review	The agreement was reviewed by County Counsel on July 2, 2019
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build a strong infrastructure
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

BACKGROUND:

Clackamas County submitted a grant application to Western Federal Lands Highway Division (WFLHD) to perform a two-inch asphalt overlay along 2.03 miles of East Salmon River Road between Highway 26 and the Mount Hood National Forest Boundary to the south. The grant application's total estimated cost was \$434,055 with a federal funding request of \$394,680. During the grant review process, WFLHD added a ten percent construction phase contingency raising the grant's overall project cost estimate to \$493,099.

WFLHD awarded the project \$200,000 in federal funds, requiring a minimum County Match of \$22,891 based on a 10.27 percent match. Up to an additional \$270,208 in County funds will be required to complete the project as envisioned in the grant application. WFLHD's grant award decision was based on the percentage (40%) of traffic that actually travels to the national forest area. Although the grant award is significantly less than the application's request, the road is in need of an asphalt overlay and leveraging the funds to pay for a portion of the overlay project is prudent.

A Program Match Agreement was approved by the Board in February of 2108 to confirm the Clackamas County's intention to meet our grant award and match requirements. This

agreement is required to identify the responsibilities between WFLHD and Clackamas County for the project.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Project Memorandum of Agreement with WFLHD for the East Salmon River Road Surface Preservation Project as listed in the agreement.

Respectfully submitted,

Joel Howie
Civil Engineering Supervisor

Federal Lands Access Program Project Memorandum of Agreement

Project / Facility Name: OR CLACK 2639(1)

Project Route: East Salmon River Road Surface Preservation

State: Oregon

County: Clackamas County

Owner of Federal Lands to which the Project Provides Access: United States Forest Service – Mt. Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Clackamas County

Type of Work:

- Preliminary Engineering
- NEPA / Permitting
- Rehabilitation
- Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Clackamas County

The Program Decision Committee approved this project on August 30, 2016.

AGREED:

Commissioner, Clackamas County

Date

Chief of Business Operations, FHWA - WFLHD

Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, Clackamas County agrees to provide a matching share equal to 10.27% of the total cost of the project, as detailed more fully in Section J below. When agencies other than Federal Highway Administration – Western Federal Lands Highway Division will be expanding FLAP Funds, the parties agree to execute a separate obligating document. No reimbursement will be made for expenses incurred prior to execution of the obligating document.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

The Clackamas County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Clackamas County has coordinated project development with the USFS – Mt. Hood National Forest. The USFS – Mt. Hood National Forest support of the project is documented by their endorsement of the project application OR FY16-05.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the Federal Highway Administration – Western Federal Lands Highway Division.

E. PROJECT BACKGROUND / SCOPE:

East Salmon River Road is a rural major collector that provides primary access to the Salmon Huckleberry Wilderness. The wilderness is a high quality destination for those who fish for chinook, Coho and steelhead salmon, for hikers and for those who enjoy wilderness camping. Additionally cyclists enjoy using the road. It specifically provides access to the BLM lands and the Coquille Tribal Lands.

The project will include guardrail replacement that meets the current AASHTO Standards. The guardrail will be replaced between MP 25.44 and MP 28.50. Approximately 1400 linear feet of guardrail will be replaced.

F. PROJECT BUDGET:

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds in conjunction with matching funds provided by Clackamas County will fund this project as detailed in Section K.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	To CC	Total	From CC	Total	
PE	\$10,000	\$0	\$10,000	\$0	\$0	\$10,000
CE	\$10,000	\$0	\$10,000	\$0	\$0	\$10,000
CN	\$0	\$180,000	\$180,000	\$22,891	\$22,891	\$202,891
	\$20,000	\$180,000	\$200,000	\$22,891	\$22,891	\$222,891

Note: The total match is calculated on the total FLAP funds provided. However, the total project cost is \$493,099. The FLAP amount is limited to \$200,000.

G. ROLES AND RESPONSIBILITIES:

Clackamas County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision.

Clackamas County will administer the other phases of project development such as survey, geotechnical investigation (if required), hydraulic investigation (if required) right-of-way plan preparation (if required), preliminary and final design. The project will be designed to AASHTO Standards. Clackamas County will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

Clackamas County will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. Clackamas County will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Although not expected, prior to Clackamas County soliciting bids for the project, Clackamas County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although not expected, Clackamas County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits. Utility relocation costs will be reimbursable under the construction costs for the project.

During the construction phase, Clackamas County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2015 Edition.

Clackamas County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.

- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Finish
Clackamas County	30% Design	August 2019
Clackamas County	Environmental Reviews and Studies	December 2019
FHWA	NEPA Decision	February 2020
Clackamas County	Final Design	June 2020
Clackamas County	Construction	Summer 2020

I. PROPOSED DESIGN STANDARDS:

Preferred design alternatives will be determined through the NEPA process. The following design criteria will be applied on the project:

Criteria		Comments
Standard Design	AASHTO	Oregon Standard Drawings
Functional Classification	Major Collector	
Surface Type	Asphalt	
Design Volume	1,400	20 year projection, currently at 1,135 ADT

J. FUNDING:

The project is partially funded by the Federal Lands Access Program administered by FHWA-WFL, with matching funds and additional funds provided by Clackamas County.

Fund Source	Amount	Comments
Title 23 FLAP funds – K200	PE - \$10,000 CE - \$10,000 CN - \$180,000	The PDC agreed to provide \$200,000 of funding including \$20,000 for S/O and NEPA
Local Matching Share – Clackamas County (10.27%)	\$22,891	In-kind services
Additional funds – Clackamas County	\$270,208	
TOTAL	\$493,099	

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under Section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be matched by a non-Federal sources, other Federal funds other than those made available under Title 23 and 49 of the United States Code, or by funds made available under 23 USC 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County

Clackamas County has committed to the project. The forms of match shall be those consistent with the “Federal-Aid Guidance Non-Federal Matching Requirements” and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified under the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated cost and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of the project work. Matching cash funds in FWHA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if cost increase over the amount within this agreement, FHWA-WFL will consult with the agency providing match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action or resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts showing which will reduce the federal share by the same amount. The funding plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Clackamas County	PE/CN	In-Kind Services	7/1/2020	\$22,891	This is to match the FLAP amount, additional funds are needed to complete the project

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name & Title	Agency	Phone & Email
Joel Howie, Civil Engineering Supervisor	Clackamas County	503-742-4658 jhowie@co.clackamas.or.us
Neal Christensen, Program Manager	FHWA	360-619-7780 Neal.christensen@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all parties.

Potential changes include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Clackamas County	Time
Neal Christensen Program Manager neal.christensen@dot.gov 360-619-7780	Joel Howie Civil Engineering Supervisor jhowie@co.clackamas.or.us 503-742-4658	15 Days
Pete Field Environment, Planning and Programming Branch Chief Peter.field@dot.gov 360-619-7619	Mike Bezner Assistant Director of Transportation mikebez@clackamas.us 503-742-4651	15 Days
Dan Donovan Chief of Business Operations Daniel.donovan@dot.gov 360-619-7966	Dan Johnson Director of Transportation danjoh@clackamas.us 503-742-4326	15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Roles		Comments
		Clackamas County	FHWA	
Planning & Programming	Design exception approval agency identified	Provide	Approve	
Planning & Programming	Evidence of funding allocation	Signed Match Agreement	File copy	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Signed MOA	File copy	
Environment	Identify NEPA contact		Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4F, etc.)	Provide	Review and prepare environmental decision	
Environment	NEPA – Tribal coordination		Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide	File copy	
Environment	Attend public meetings	Notify	Attend as determined by FHWA	
Environment	FHWA NEPA decision	Comply	Provide	FHWA approval needed
Design	Complete 30% PS&E	Provide	Concur	Completed
Design	Complete 95% PS&E	Provide	Approve	Must have written approval by FHWA

Design	Review or approve design exceptions	Provide	Approve	Follow ODOT's process
Acquisitions	Approval of proprietary products	Provide	Approve	
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide	Approve	
Acquisitions	Receive copy of award package	Provide	File copy	
Acquisitions	Review and approve contract modifications	Provide	Approve	
Construction	Attend Pre-Construction Meeting	Attend	Attend as determined by FHWA	
Construction	Final Project Inspections	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	
Construction	Copy of As-Builts	Provide	File	
Construction	Contract disputes (Claims)	Provide	Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Review	

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Clackamas County Commission Chair
APPLICANT ORGANIZATION Clackamas County	DATE SUBMITTED

State: Oregon

Project Number/Name: OR CLACK 2639(1) / East Salmon River Road Surface Preservation

Parties to this Agreement:

U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA

and

Clackamas County

Purpose of Agreement:

The purpose of this agreement is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under 23 USC 201(b)(7)(B).

With this agreement, Western Federal Lands Highway Division, FHWA authorizes this project as eligible for federal participation. The purpose of this project is to overlay 2.03 miles of roadway between US26 and the Mount Hood National Forest Boundary, including adjustments to guardrail and new striping. This agreement does not commit the parties to complete the project, but, rather sets forth the respective responsibilities as the project proceeds. Any subsequent decisions to complete final design and to construct the project will depend on authorizing legislation, NEPA analysis, availability of appropriations, and matching funds at the time of obligation.

The authority for FHWA to enter into this agreement is under Title 23 U.S.C. Section 204.

Funding:

The Federal Lands Access Program (FLAP) under Fixing America's Surface Transportation Act (FAST Act) authorizes FHWA to provide funding for specific projects. The Program Decision Committee (PDC), consisting of FHWA, the State of Oregon, and an organization representing the local agencies of the state, is designated to jointly decide upon projects funded in the state. The PDC has selected this project for programming the under the Oregon State Federal Lands Access Program.

All FLAP expenditures associated with this project after execution of this match agreement will need to be matched by a Non-Federal source, by other Federal funds other than those made available under Titles 23 and 49 of the United States Code, or by funds made available under 23 U.S.C. 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County and other agencies that have committed to the project in subsequent agreements. The forms of match shall be those consistent with the 'Federal-Aid Guidance Non-Federal Matching Requirements' and as approved by FHWA. In the state of Oregon, the match rate is 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. The terms and form of the Match will be documented in the project Memorandum of Agreement (MOA) in coordination with Clackamas County to be executed at a later date. The final Match will be determined based on actual expenditures at the conclusion of project work. Matching cash funds in FHWA receipt may need to be supplemented, or returned, once actual expenditures are determined.

**Federal Lands Access Program
Match Agreement**

Federal Lands Access Program funds are administered by FHWA and are subject to annual appropriations from Congress. This document does not commit FHWA to advance the project or provide funds for the project, but provides the required matching funds if FHWA expends funds to advance the project.

The following agencies have agreed to contribute the amounts shown which will reduce the federal share by the same amount.

Agency Contributions:

Agency	Percentage of Match	Total Match as a Percentage (%)
Clackamas County	100%	10.27%
		<hr/> 10.27%

Clackamas County is ONLY responsible for their respective match as shown above. The required local match listed in the FLAP application was \$22,891. The value of the match will be confirmed during the development of the Project Memorandum of Agreement.

In addition to the minimum match required shown above, Clackamas County will provide additional non-federal funds as indicated on the application of \$270,208.

Modification:

This agreement is expected to be replaced and superseded by the execution of a project Memorandum of Agreement.

This Agreement shall be effective as of the date of the last signature:

**U.S. Department of Transportation
Federal Highway Administration
Western Federal Lands Highway Division, FHWA**

Approved By:

Dan Donovan, Chief of Business Operations

Date

Clackamas County

Approved By:

Jim Bernard, Commission Chair

Date

Feb 15, 18 B.2



DAN JOHNSON
DIRECTOR

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

July 11, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to accept the National Safety Council grant award for the purposes of
Safe Systems Approach to Rural Road to Zero

Purpose/ Outcomes	The funds will support our Drive to Zero work focused on two Health Equity Zones: Molalla and Canby. This project will showcase how a holistic Safe Systems Approach to traffic safety can be effective in reducing crashes, particularly serious and fatal crashes in a rural community. This Safe Systems Approach will combine proven low-cost engineering countermeasures with behavioral change focused education followed with targeted enforcement in collaboration with regional law enforcement partners.
Dollar Amount and Fiscal Impact	The grant awarded is \$132,280.00. There is no match requirement.
Funding Source	National Safety Council
Duration	At time of acceptance and terminates on June 30, 2029
Previous Board Action	The application was approved by the County Administrator on 01/23/19. The Board adopted the Transportation Safety Action Plan in March 2019. This project relates to the strategies outlined in this plan.
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Counsel Review	Reviewed and approved by Counsel on Tuesday, July 2, 2019.
Contact Person	Joseph Marek, Traffic Engineering Supervisor x4705

BACKGROUND:

The Department of Transportation and Development requests the Board to accept a grant award of \$132,280 with the National Safety Council, to showcase how a holistic Safe Systems Approach to traffic safety can be effective in making strides in reducing crashes, particularly serious and fatal crashes in a rural community. This Safe Systems Approach will combine low-cost engineering using proven countermeasures along with education focused on behavioral change followed with targeted enforcement in collaboration with regional towns. Layered throughout the project will be the intentional collaboration with partners in public health and schools to tackle issues of alcohol and drug use, build new opportunities with rural transit options

to move teens and older adults, and to work hard to bring affordable driver's education and child protection to those who can least afford access.

The County's Drive to Zero initiative is an inspiring goal. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. The TSAP and the embodiment of Drive to Zero needs effective communications that is centered on county stories told by county people. We hope that target audiences see themselves in these stories and add to the collection of stories of how together, as a county, we can achieve this inspiring vision. Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county.

RECOMMENDATION:

Staff recommends the Board accept the National Safety Council grant award for the purposes of the Safe Systems Approach to Rural Road to Zero.

Respectfully submitted,

Joseph Marek, Traffic Engineering Supervisor
Department of Transportation and Development

From: Anne Hughes <Anne.Hughes@nsc.org>
Sent: Friday, April 19, 2019 9:05 AM
To: Sadowsky, Rob <RSadowsky@clackamas.us>
Cc: Jane Mellow <Jane.Mellow@nsc.org>; Anne Hughes <Anne.Hughes@nsc.org>
Subject: Congratulations: Road to Zero Award - Grant Documents Due June 3, 2019
Importance: High

Congratulations on being selected for the National Safety Council's 2019 Road to Zero Safe Systems Innovation Grant Program! NSC received nearly \$10,000,000 in proposal requests from 60 applicants for the 2019 grant round! In order to fund out top 8 applicants, NSC has reduced each award by roughly 6%. You requested \$140,000.00 and your final award amount is **\$132,280.00**.

I'm Anne Hughes, the National Safety Council's Director of Grant Monitoring and Compliance. In my role, I'll be your administrative contact on your Road to Zero Innovation Grant. As part of my position, I'm responsible for ensuring our subawards are in compliance with our NHTSA agreement and federal rules and regulations laid out in Uniform Guidance.

To get our process started, I've attached a few documents for you to complete.

1. **Subrecipient Questionnaire.** Please notice the instructions in **Green** and **Orange** throughout this document. When you've completed the relevant information, print and have an authorized official initial each page and sign the final page. A scanned PDF of this document should be returned to me at this email address. Please also resubmit your completed Excel file. Note – NSC requires our grantees to submit several documents with this form. These are listed on the final page.
2. **Subrecipient Budget Template.** NSC requires a detailed budget broken down by month. Please complete this form and note any organizational rates, such as fringe benefits and indirect costs.
3. **Subrecipient Budget Narrative.** Please describe budgeted line items using this format. A detailed description of your expected project expenses will help me determine allowability of expenses and will simplify invoice review.

Please don't hesitate to reach out if you have any questions about these forms or our expectations.

I look forward to working with you!

Best,
Anne

Anne Hughes

Director, Grant Monitoring & Compliance
Accounting & Finance

National Safety Council

O:(630)775-2251
Anne.Hughes@nsc.org
nsc.org



Eliminating Preventable Deaths™





DAN JOHNSON
DIRECTOR

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

July 11, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a BUILD Discretionary Transportation Grant
to replace the bridge across the Bull Run River

Purpose/ Outcomes	Approval to apply for a BUILD Discretionary Transportation Grant to replace the bridge across the Bull Run River on Bull Run Road.
Dollar Amount and Fiscal Impact	\$8.8 million in grant funds will be requested. Matching funds in the amount of \$2.2 million (20%) will be provided from Road Use Funds.
Funding Source	Federal Highway Administration and Clackamas County Road Use Funds. Weyerhaeuser will contribute \$10,000. No county general funds will be involved.
Duration	Grant award would occur no later than November 2019. Project would begin in 2020 and be complete no later than September 2025.
Previous Board Action	The Board previously approved a similar grant application for funding from the same federal program last year in a Business Session on July 5, 2018.
Strategic Plan Alignment	<ul style="list-style-type: none">• Build strong infrastructure.
Counsel Review	Reviewed and approved by Counsel on Tuesday, July 2, 2019.
Contact Person	Stephen Williams, Principal Transportation Planner - 742-4696

BACKGROUND:

Since 2009, the US Department of Transportation, has annually offered discretionary grants for vital transportation improvements, previously known as TIGER Grants, but now known as the BUILD Grant program. The emphasis for the program is on smaller grants (less than \$25 million) for transportation infrastructure with emphasis on rural areas. Full replacement of the bridge over the Bull Run River on Bull Run Road is a strong candidate for BUILD funding. The bridge is over 126 years old and has a sufficiency rating of 25 (out of 100). This bridge is the only connection to an area of northeast Clackamas County with a population of 360 for emergency response and access to services in Sandy. It is also a critical connection for the Portland Water Bureau to access the Bull Run Reservoir, which is the primary water source for over 1,000,000 people in the Portland area and is also very important to the timber industry. Applications are due on July 15, 2019.

RECOMMENDATION:

Staff respectfully recommends approval to apply for the BUILD grant in the amount of \$8.8 million and submit the attached Letter of Support.

Respectfully submitted,

Stephen Williams,
Principal Transportation Planner

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Lead Department: Department of Transportation and Development

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: BUILD Transportation Discretionary Grants
Funding Source: Federal State Local: Metro
Requestor Information (Name of staff person initiating form): Scott Hoelscher
Requestor Contact Information: scotthoe@clackama.gov
Department Fiscal Representative: Diedre Landon
Program Name or Number (please specify): BUILD Transportation Discretionary Grants

Brief Description of Project:

The BUILD Program (previously TIGER) is intended to provide federal funding for vital transportation infrastructure improvements, with a special emphasis on projects in rural areas. This bridge, which spans the Bull Run River, has been identified as a critical bridge and also a good candidate for BUILD grant funding. The bridge has a sufficiency rating of 25 and is over 100 years old. The bridge is the primary access to the the Bull Run Reservoir, the main water supply for the City of Portland. Any problem with the bridge that limits access to the reservoir would greatly hinder operations of the Portland water system. The bridge is also the main access point for loggers who are conducting planned harvests within the watershed protection zone of the reservoir. This proposed grant application would secure funding to completely replace the bridge.

Name of Funding (Granting) Agency: Federal Highway Administration

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.transportation.gov/BUILDgrants>

OR

Application Packet Attached: Yes No

Completed By: Stephen Williams Date: 06/24/2019

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 11/12/2019
CFDA(s), if applicable: 20.932
Announcement Date: 04/23/2019 Announcement/Opportunity #: BUILD Transportation Discretionary Grants
Grant Category/Title: Grants Max Award Value: \$8,659,600
Allows Indirect/Rate: YES Match Requirement: 20.00%
Application Deadline: 07/15/2019 Other Deadlines: 09/30/2021
Grant Start Date: 07/01/2021 Other Deadline Description: Grant must be obligated by 9/30/2021
Grant End Date: 09/30/2026
Completed By: Stephen Williams Program Income Requirement:
Pre-Application Meeting Schedule: N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

A goal in Performance Clackamas is to Build Strong Infrastructure and this project will fund full replacement of a deficient bridge built in the 19th century which has an extremely low sufficiency rating (25).

2. What, if any, are the community partners who might be better suited to perform this work?

Since this bridge and the approach roads are all county owned/maintained the project must be carried out by the department.

3. What are the objectives of this grant? How will we meet these objectives?

The objective of this award is to replace this failing bridge by building a completely new bridge next to it.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, the proposal does not fund an existing program, although the requested grant funds would replace an expenditure of road use funds that will be required in coming years due to the poor condition of the existing bridge.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes, the organization does have adequate and qualified staff. The staff required will be one project manager in the capital projects program, with the support and direction of the Transportation Capital Improvements Manager, as well as other staff experts within the Department of Transportation and Development.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

There are several partners who are supporting this project. The Portland Water Bureau is supporting this project because the bureau needs the bridge to access their facilities at the Bull Run Reservoir. The Portland Water Bureau is providing a Letter of Support. The project is also supported by Weyerhaeuser. Weyerhaeuser requires the bridge to access for harvest and bring timber to market. Weyerhaeuser is providing \$10,000 towards the project costs and a Letter of Support. Sandy Fire District #72 is the primary emergency response agency in the Bull Run Watershed and is supporting this project because it will not be able respond to emergencies in the watershed if they are unable to use the Bull Run Bridge. The Bull Run CPO is supporting this project because the bridge provides a critical connections to employment and services for many of the residents of the area.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project.

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will not create a new program. The grant is one-time funding for the construction of the new Bull Run Bridge.

Collaboration

1. List County departments that will collaborate on this award, if any.

The lead department for this project is the Department of Transportation and Development with support from the Public and Government Affairs for required public outreach activities.

Reporting Requirements

1. What are the program reporting requirements for this grant?

According to the notice of funding opportunity, a quarterly progress report must be submitted. Final projects will include full design of the project, right-of-way acquisition, and full construction of the new bridge.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Award performance will primarily be judged on the ability to complete project phases in a timely fashion and complete construction within the proposed budget.

3. What are the fiscal reporting requirements for this grant?

According to the notice of funding opportunity, a quarterly SF-425 report must be submitted. It is anticipated that FHWA will require a full, itemized reimbursement request and a cost report submitted to receive reimbursement. Upon completion the county must submit an itemized project cost report and request for final payment including holdback. The County is responsible to maintain all fiscal records and other records necessary to document County performance for a period of no less than six years.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes, if this application is funded it will provide up to \$8.7 million towards the replacement of a bridge that is over 120 years old and has a sufficiency rating of 25.

2. Are other revenue sources required? Have they already been secured?

Other revenue sources are not required beyond the 20% local match, but revenue from other sources is recommended to demonstrate support for the project by other partners. Weyerhaeuser has committed to provide \$10,000 toward the cost of this project.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

A 20% cash match is required for the BUILD grant, amounting to \$2,152,400. The cash match will be sourced from the county road fund.

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

This grant will cover indirect costs, at the rate identified in DTD's approved indirect cost plan. The final terms for reimbursement of indirect costs will be included in the final grant agreement.

Program Approval:

[Empty box for Program Approval signature]

Name (Typed/Printed)

Date

Signature


**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Jeff Aldridge	7/2/19	
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**

July 11, 2019

Office of Infrastructure Finance and Innovation
Office of the Secretary of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: 2019 BUILD Application for Replacement of the Bull Run Bridge in Clackamas County, Oregon

Dear BUILD Application Review Committee:

The Clackamas County Board of County Commissioners wishes to express their strong support for the 2019 BUILD Transportation Discretionary Grant to replace the Bull Run Bridge in Clackamas County, Oregon. At our July 11, 2019 Business Meeting we approved the BUILD grant application submission. Through this approval we also authorized the use of county road funds to provide the required \$2.2 million match. We are pleased to note that the project is a Public Private Partnership project which includes a contribution of \$10,000 by Weyerhaeuser in support of the project.

The Bull Run Bridge is a vital facility for the Portland region, the upland area of the Bull Run River watershed, and Clackamas County. The water sources for the Portland region, two reservoirs on the Bull Run River must be accessed by crossing the Bull Run Bridge and limitations on the use of the bridge will hamper the ability of Portland Water Bureau to provide clean drinking water to over 1,000,000 Portland area residents. The upland area of the Bull Run watershed in Mt. Hood National Forest has a very high fire danger. A wildfire within the watershed will result in debris and pollution clogging the water system, and endangering the water supply for Portland region customers. The Bull Run Bridge is vital for rapid emergency response to any event in the watershed, and without the bridge response could be delayed to the point where any fire would quickly be out of control. In addition, there are over 350 residents of the area that are completely dependent on the Bull Run Bridge to go to work and school, and to secure the goods and services that they require.

The Bull Run Bridge is over 126 years old and is rapidly deteriorating. This year, a three foot in diameter section of the bridge deck broke out, requiring major repairs to the bridge. Replacement of the bridge is vital to avoid limitations on the use of the bridge, or possibly complete collapse due to any moderate to major earthquake that may occur.

Thank you for your time and consideration of this project proposal.

Sincerely

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard, Chair
On Behalf of the Clackamas County Board of Commissioners



RANDALL A. HARMON
MANAGER

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building
902 ABERNETHY ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract with Pioneer Truckweld, Inc.
Retrofit hydraulic sys for new plow system

Purpose/ Outcomes	This contract will provide an engineered redesign and equipment upgrade to 17 dump trucks to function more efficiently.
Dollar Amount and Fiscal Impact	The contract value is \$780,290.00
Funding Source	215-7433-00-485520
Duration	Contract signing through September 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	Ensure long-term investments in infrastructure that will generate good paying jobs that support families, ease commute time for many residents and help maintain a healthy environment. Updating county facilities will ensure that key services are accessible to all residents.
Counsel Review	May 29, 2019
Contact Person	Kirk Stott, Transportation Maintenance Supervisor 503-650-3795 Warren Gadberry, Transportation Maintenance Supervisor 503-650-3988

BACKGROUND:

Clackamas County Department of Transportation and Development is seeking the retrofit of 17 dump trucks. The original units were built with a gear pump hydraulic system, the department is seeking to replace and upgrade the units with a closed center hydraulic system. This will allow for the units to use many different attachment to assist in functioning more efficiently.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 11, 2019. Proposals were closed on April 4, 2019 at 2:00PM. The County received 4 proposals: Columbia Body Manufacturing, D&D Seeds and Farm Equipment, Nelson Truck Equipment and Pioneer Truckweld. Final evaluations determined that Pioneer Truckweld, was the highest ranking proposer and could meet the needs of the County. The total contract amount is not to exceed \$780,290.

County Counsel reviewed and approved this contract.



RANDALL A. HARMON
MANAGER

TRANSPORTATION MAINTENANCE DIVISION

McCoy Building
902 ABERNETHY ROAD | OREGON CITY, OR 97045

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, acting as the governing body of the County, approve and execute the Contract between Clackamas County and Pioneer Truckweld, Inc., for the Department of Transportation and Development.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dan Johnson".

Dan Johnson, Director
Department of Transportation and Development

Placed on the Agenda of _____ by the Procurement Division



CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Pioneer Truckweld, Inc.** ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of Department of Transportation and Development for the purposes of providing **Dump Truck Hydraulic Systems Upgrade**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until the Work, described below, is completed or **September 30, 2019**, whichever is later. 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. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP 2019-10 Dump Truck Hydraulic Systems Upgrade, issued March 11, 2019 and Addendum #1 issued March 25, 2019, attached and hereby incorporated by reference as **Exhibit "A."** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A", and the Contractor's Proposal and fees attached and hereby incorporated by reference as **Exhibit "B."** Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: Warren Gadberry.

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a Time and Material basis as detailed in this Contract per Exhibit B. The maximum compensation authorized under this Contract shall not exceed **Seven Hundred Eighty Thousand Two Hundred Ninety dollars (\$780,290.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Warren Gadberry at 902 Abernethy Road, Oregon City OR 97045 or via email at warrengad@clackamas.us.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

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

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. 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.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their 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 errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, 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; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 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 personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 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. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) 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 with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. 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.

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

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. 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.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. 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.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and County’s remedy under this services warranty are limited to Contractor’s prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract. Contractor shall provide and transfer to County all manufacturer’s warranties applicable to any equipment, goods, or materials included in this contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) 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 (i) 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 are prohibited from paying for such work from the planned funding source; or (ii) 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; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger 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; or (D) 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, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s)

which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) 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; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the 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. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of

which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) 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.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

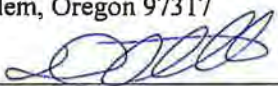
30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURE PAGE FOLLOWS

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Pioneer Truckweld, Inc.
4355 Turner Road SE
Salem, Oregon 97317

Clackamas County



Authorized Signature

Board of County Commissions – Chair

Daniel Urganhart / General Manager

Name / Title (Printed)

Recording Secretary

5/28/19

Date

Date

947482-91/DBC/ Oregon

Oregon Business Registry #

Approved as to Form:



County Counsel

5/28/19

Date

EXHIBIT A
RFP #2019-10 DUMP TRUCK HYDRAULIC SYSTEMS UPGRADE
AND
ADDENDUM #1



REQUEST FOR PROPOSALS #2019-10

FOR

Dump Truck Hydraulic System Upgrades

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Procurement Division Director**

**Kim Randall
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: TUESDAY, APRIL 9, 2019

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	March 11, 2019
Protest of Specifications Deadline.....	March 18, 2019, 5:00 PM, Pacific Time
Non-Mandatory Pre-Proposal Site Visit	March 22, 2019, 1:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 28, 2019, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	April 9, 2019, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

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SECTION 1
NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, April 9, 2019** (“Closing”), to provide **Dump Truck Hydraulic System Upgrades**. No Proposals will be received or considered after that time.

Proposal packets are available from 7:00 AM to 6:00 PM Monday through Thursday at Clackamas County Procurement Division, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045, telephone (503) 742-5444 or may be obtained at <http://www.clackamas.us/bids/>. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Director at the above Kaen Road address. Sealed Proposals may be emailed to procurement@clackamas.us.

A **Non-Mandatory Pre-Proposal Site Visit** to inspect trucks will be conducted on **March 22, 2019 at 1:00 PM**. Proposers shall meet with County representatives at the Clackamas County Roads Department located at 902 Abernethy Rd., Oregon City, OR 97045. Proposers will get briefed on the project, and will be able to inspect one (1) truck from each of the retrofit groups, and County Staff will be available to answer general questions. The inspection period is expected to last no more than two (2) hours.

Contact Information

Procurement Process and Technical Questions: Kim Randall at 503-742-5443 or via email at krandall@clackamas.us.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor who’s Proposal shall be best for the public good.

Clackamas County encourages bids from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. County will provide reasonable notice of its decision to all Proposers that have provided an address to the Procurement Division for this procurement. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at <http://www.clackamas.us/bids/> for any published Addenda or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5.

All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a “Notice of Intent to Award” letter. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers will be notified in writing of the selection of the apparent successful Proposer(s) and shall be given seven (7) calendar days from the date on the “Notice of Intent to Award” letter to review the file at the Procurement Division office and file a written

protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Best and Final Offer: County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

2.28 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

2.29 Intergovernmental Cooperative Procurement Statement: Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County is seeking Proposals from vendors to provide Dump Truck Hydraulic System Upgrades to their existing fleet of a total of seventeen (17) trucks.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The Clackamas County dump truck fleet was originally built with a gear pump hydraulic system with simple air over hydraulic valve operation for plow, hoist, and sander operations. The trucks were built from 2009 through 2017 and includes seventeen (17) units; 11- 12yd dump Freightliners and 6- 6yd dump Internationals. The County is looking for new parts with removal of old parts with installation of new parts.

3.3. SCOPE OF WORK

3.3.1. **Scope:**

Upgrade the County's existing dump and plow trucks with new closed center hydraulic systems and spreader controls that allow data collection of the vehicle location, control and record material applied to roads, plow position, and road temperature. Add power float valve to hydraulic system for plow blade save with adjustable cab control. All work will be performed with professionalism using high quality components, materials and workmanship. All wire connections will be crimped and sealed to eliminate corrosion, poor connections, and failures due to the climate and chemical elements that these trucks will be exposed to. All old parts removed from the vehicles will be property of the awarded vendor and who will be responsible for disposal, unless otherwise specified by the County Project Manager.

Many chassis modifications and replacement of parts will be required to complete the retrofit of listed equipment.

Any brand name or manufacturer's references used in this RFP are considered to be descriptive – not restrictive—and indicates the quality standards the County desires to purchase.

A. Hydraulic Controls:

10 Yard Hydraulics (listed brand or equivalent)

(Qty. 1) Danfoss PVG 100 (48 GPM) Single Acting Hoist Section

(Qty. 2) Danfoss PVG 32 (20 GPM) Double Acting Plow Up/Down and Left/Right

(Qty. 1) Auger (15 GPM)/Spinner (10 GPM)/Prewet (10 GPM)/Anti-Ice (15 GPM) Outlet Manifold

5 Yard Hydraulics (listed brand or equivalent)

Modular Manifold valve with Load Holding and Work Port Reliefs standard for each section:

(Qty. 1) Inlet Manifold Valve Block Auger (15 GPM)/Spinner (10 GPM)/Prewet (10 GPM)/Anti-Ice (15 GPM)

(Qty. 1) CCCS Brand Manifold Valve Section Hoist Section (35 GPM) Single Acting

(Qty. 1) CCCS Manifold Valve Section Plow Up/Down (14 GPM) Double Acting with built in Power Float (Blade Save) with In-Cab operator adjustable pressure setting. (Moray Jr)

(Qty. 1) CCCS Manifold Valve Section Plow Left/Right (14 GPM) Double Acting

B. For all Retrofit Systems:

Qty. 1) Four Port Quick Coupler Drain Manifold for Plow connections at front of truck.

Qty. 1) New pump driveline.

Hydraulic oil as necessary.

C. Dump Controls that are Floor Mounted and Adjustable:

1. The in-cab control system shall be a self-contained system with integrated plow control with circuit panel, optional spreader control and multi-axis (X,Y) proportional plow control joystick. The unit shall be tooled for pedestal mount or a padded. The system will include up to (3) 10 amp rate auxiliary switches and (2) 12 volt indicator lights protected with a 10 amp fuse.

2. The control lever must be a true joystick with multi-axis (X&Y) proportional control. The joystick shall be capable of proportional control of up to four (4) bi-directional valves using up to 8 independent PWM signals for:

a. A 4-function plow and a hoist (or hook) on one stick, or;

b. A 6-function plow (v-plow) and a hoist on one stick, or;

c. Two 4-function controls on one stick.

The lever must have safety trigger protection for hoist function. Control lever will include settable plow float function.

3. The controller must include integrated protection and diagnosis systems:

a) A system to help diagnose shorted or open circuits that are external to the controller;

b) A system that shuts down the output channels if a joystick fails.

4. User settable speed control for all hydraulic functions: the control system will allow the user to set the speed of each direction of motion on a PC for all hydraulic devices controlled by the joystick without modification to the hydraulic system.

5. The system must integrate with a spreader control system.

6. Wiring Design: For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate. One lead from each hydraulic valve coil must be wired to a common ground point. The system must supply pulsed +12 volt power to the other lead from each individual valve coil.

7. IP 68 rated Cables: all connections inside the hydraulic valve/electronic control junction box will be supplied integral with the control system. The outside of the cab harness will be IP 68 rated up to the valve coil connection. All connections will be labeled with appropriate descriptions for each connection to individual solenoids of the hydraulic actuating cylinders.

8. Integrated Accessory Control Switches: the system will include up to 4 switches and up to 4 warning indicator lights mounted in the controller. Each switch will handle 12v up to 10amp load and can be operated as on/off, momentary or on/off/on as needed.

D. Spreader Controls with Color Display: This is for all seventeen trucks to be retrofitted.

1. The spreader controller shall be capable of operating a spreader with auger/conveyor, spinner, pre-wetting system, and 3 boom anti-ice systems. Each function shall operate individually or simultaneously without additional controller hardware.
2. Spreader control system shall be capable of ground speed orientated Closed or Open Loop operation. Controller will be capable of spreading in lbs./mile (linear spreading) or lbs./lane mile (area spreading). The system controller shall be capable of ground speed oriented, closed or open loop spinner control. System shall provide a means for operator to reset and/or indicate current volume of liquid in anti-ice and pre-wet tank(s) as part of power-up routine. System shall display current liquid volume in tank(s) while pre-wet and/or anti-ice system is active. The system controller shall be capable of managing of up to three Anti-ice boom operations with individual boom selection in a single or dual tier arrangement.
3. The controller shall be capable of a temperature response that will automatically apply material in correlation to measured road temperature.
4. The controller shall include a load and rate calculation to set spreading rates and track remaining materials for all granular and liquid materials.
5. The controller shall include the capability of ground speed oriented control of a hydraulically driven, closed loop gate for a spreader body with a center conveyor.
6. Spreader controller shall have a single 7" Color TFT Display. Display shall be remotely mounted with adjustable swivel bracket. Display shall be capable of simultaneous display of Granular, Pre-Wet, and Anti-Ice application rates. Display shall also show other sensors (Temp, GPS, etc) as well as actual ground speed and all active alarms.
7. Spreader controller must provide "on-screen help" documentation of all main operating functions as well as on screen diagnostics for system issues. On-screen help shall be sufficient to enable users to operate the system by following the on screen instructions, without referring to the printed operations manual.
8. System shall alarm either audibly or visually for the following conditions: off rate, sensor failure, low liquid remaining, low liquid flow shutoff.
9. Material rates, granular or liquids shall be by toggle actuation (+/-). Toggle actuation shall cause the display to respond accordingly: The first toggle touch shall cause the display to show the current rate set point. The second toggle touch and all subsequent toggle actuations shall increase or decrease the current rate set point.
10. System shall provide up to 10 "supervisor settable" application rates in each of

granular, Anti-Ice, & Pre-Wet materials. Controller must provide the ability to name each material with up to five characters. Rate increments shall be individually settable for each material.

11. The controller shall offer multiple layers of access control to set up files:
 - a. "Factory standard" password protected access to operating functions and setup files;
 - b. Supervisor re-set capability for each password;
 - c. "Laptop computer only" access control for higher security.
12. The controller shall have a Blast feature that is capable of operating as: Latched On, Timed On or Momentary On. Blast is active only while operator is activating Blast switch and is disabled in absence of ground speed signal. The controller will default to the pass mode upon startup of the system to prevent spreading in the yard or shop.
13. Wiring Design: The system controller shall have one each from each hydraulic valve coil wired to a common ground point. The system must supply pulsed +12 volt power to the other lead for each individual valve coil. For safety reasons, grounding or cutting any wire at any point between any valve coil and the controller must not cause any valve to actuate.
14. The system shall include minimum rated IP68 connections for all "outside the cab" connections.
15. The spreader controller shall be capable of collecting time, date and location stamped events for all operating modes, errors and alarms, and for all material dispensed. Also the system shall be capable of recording digital or analog data that comes from up to 4 sensors (such as granular hopper level, gate height opening, granular material flow, plow position, hydraulic pressure, etc). The spreader control system shall be capable of collecting and storing position data directly from a compatible GPS antenna without additional hardware as well as collecting and storing temperature from a vehicle mounted temperature sensors (Road Watch or QTT brand).
16. Data Collection: System must contain at least 1 gigabyte of non-volatile memory on board and have capacity to store spreading data for a minimum of 224 days at 24 hours per day (5,376 continuous spreading hours).
17. Spreader control system must be capable of automatic downloading of data in a wireless fashion directly to a base station computer without an intermediate device; system must be capable of downloading data at a minimum of 1.5 megabits per second (mbps). System must be capable of storing downloaded data in a format that is compatible with the standard data input format for GIS systems ("shape file format").
18. Spreader control system must be able to output its data in a standard serial data stream format to any brand AVL system that is able to accept serial data.

E. General: County has a preference for mounting valve body between frame rails.

3.3.2. Work Schedule:

Time is of the essence for this project, and the County will give the awarded vendor a **maximum of 120 days** to complete the mentioned upgrades on all trucks after receiving the awarding contract. The vendor

will be allowed a maximum of two (2) trucks at any one time, and the specific truck availability will be determined by Clackamas County staff as to not cause hardship to the County work schedule and provide the vendor with a steady flow of trucks.

The awarded Contractor will be responsible for pickup and delivery of all trucks to and from the County truck shop located at 902 Abernethy Rd. Oregon City, OR 97045. The vendor will also be responsible for vehicle transportation during the warranty period and any other transportation costs as needed.

Warranty for parts, labor and workmanship will be for a minimum of 1 year for all trucks from completion of last truck delivered with the above upgrades.

3.3.3. Term of Contract:

The term of the contract shall be from the effective date of execution for a **maximum of 120 days**.

3.3.4 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Goods & Services Contract** for this RFP can be found at <http://www.clackamas.us/bids/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

The following Insurance Requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Qualifications	0-20
Scope of Work	0-20
Projected Start Date and Forecasted Completion	0-35
Fees	0-25
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Director
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

Provide the following information in the order in which it appears below:

5.2. Proposer's General Background and Qualifications:

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

5.3. Scope of Work

- Demonstrate your firm's understanding of this project.
- Provide detailed information about the systems/brands/parts that your firm will propose for each retrofit.
- Describe options for mounting the valve body between the frame rails.

5.4. Project start and forecasted finish dates

- Provide a detail chart showing the project time-line and schedule for each truck to accomplish the project time-line as detailed in section 3.3.2 Work Schedule.

5.4. Fees (Complete the attached Fee Schedules)

Submit the provided Fee Schedules below.

Note: There are five (5) separate groups of trucks that are similar in detail of retrofit needs, in which each group has a minimum of two (2) trucks. Please complete the fee schedule for the requested retrofit for ONE truck in each group. The fees are to be **fixed fees** for each truck including all parts (including any shipping costs), labor, disposal of old parts and any transportation costs to transport trucks between the County facility and your facility.

Also note there are three (3) optional add-ons for each group. Providing quotes for these options in no way obligates the County to purchase beyond the base proposal.

5.5. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. The County reserves the right to contact these references. Please note the required three references may not be from County staff, but additional references may be supplied.

5.6. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
2019-10 Dump Truck Hydraulic System Upgrades

Submitted by: _____
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: _____ Date: _____

Name: _____ Title: _____

Firm: _____

Address: _____

City/State/Zip: _____ Phone: () _____

e-mail: _____ Fax: _____

Contract Manager:

Name _____ Title: _____

Phone number: _____

Email Address: _____

FEE SCHEDULE

There are five (5) groups of trucks. Please provide a fixed fee price for ONE truck in each group.

GROUP 1

5-yard dump trucks hydraulic system upgrade.

Total of six (6) 2009 International 7500 SBA 4X2 5-yard dump trucks:

Unit #'s

090344

090345

090346

090347

090348

090349

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Provide and install new upgraded hydraulic system as requested:

- Valve / 35gallon tank combo side frame mount: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice.
- Eaton 620 piston pump or equal: 90cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange & pilot
- Cab controls, two joy sticks, floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- In-tank return filter and strainer

Plow bumper / pump mount:

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

General:

- Build and replace all hoses for new hydraulic system sized appropriately to not inhibit function speed.
- Plow quick coupler drain manifold as per County approved couplers
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Sander cabling (Auger/Prewet) (does not include motor sensor or flow meter or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold and hoses installation.
Add \$

GROUP 2

10-yard dump trucks hydraulic system upgrade.

Total of five (5) 2010 Freightliner M2 SBA 10-yard dump trucks:

Unit #'s

100410

100411

100412

100413

100414

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, strainer

Provide & install hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / pump mount

- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Fabricate custom floor base on M2 cab to accommodate floor mount of new control pedestal
- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$

GROUP 3

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2015 Freightliner 114SD 10-yard dump trucks

Unit #'s

150417

150418

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, Strainer

Provide and install new upgraded hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / plow mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$

GROUP 4

10-yard dump trucks hydraulic system upgrade.

Total of Two (2) 2016 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

160419

160420

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port. Low oil and temp gauge, strainer

Provide and install upgraded hydraulic system

- Valve PVG100/32: truck hoist or equal, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for upgraded hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / Pump mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger/Prewet M12) (does not include motor sensor or flow meter or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold and hoses installed.
Add \$

GROUP 5

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2017 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

170421

170422

Note: These two trucks already include a Cirus System hydraulic dump-bed controls.

CHASSIS UP-FIT

Cab and chassis work

- Remove and replace EZ –spread control with color monitor Key Pad Spreader Control.
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- Power float valve and hoses for plow Moray JR or equal with cab control.
- Add hydraulic hoses and fitting as required.
- Add Low oil and temp gauge to hydraulic tank if not already installed on truck.

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ _____

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

REQUEST FOR PROPOSALS #2019-10
Dump Truck Hydraulic System Upgrade
ADDENDUM NUMBER #1
March 26, 2019

On March 11, 2019, Clackamas County (“County”) published Request for Proposals #2019-10 (“RFP”). The County has found that it is in its interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. Section 3.3. SCOPE OF WORK, Item D, Spreader Controls with Color Display, Item 3: remove sentence in its entirety and replaced with:

The County prefers the system to be capable of temperature response that will automatically apply material in correlation to measured road temperature, but it will not be a requirement.

End of Addendum #1

EXHIBIT B
CONTRACTOR'S PROPOSAL AND FEES



April, 3rd 2019

Attn: Clackamas County Procurement Division

Pioneer Truckweld's general Background and Qualifications:

Pioneer Truckweld, Inc. (PTW) is a dump truck body and pup trailer manufacturer based in Salem, Oregon with a newly acquired installation facility in Toledo, Washington. PTW specializes in Class 7 and Class 8 dump truck body manufacturing and installation. PTW products are top tier quality, with unsurpassed expertise in dump truck applications. The expertise which comes with partnering with PTW, ensures that each dump truck application is tailored to each customer's specifications.

In April 2013, Pioneer Truckweld *A division of the Beall Corporation*, was purchased by SNF, Inc. Owned by Susan and Alfred Lee Finley, Fort Worth, TX. On July 1, 2013, we began operations under Pioneer Truckweld, Inc. Alfred Lee Finley remains the Owner of newly established S-Corporation, Pioneer Truckweld, Inc (PTW)

Daniel Urquhart is the General Manager of the Toledo, Washington PTW branch. Daniel brings with him the knowledge required to implement the Controls/Hydraulic Retrofit. Daniel has over 10 years of experience with Snow/Ice/Dump applications for Municipalities.

PTW has been involved with the ODOT 10yd., ODOT 5yd, ODOT 4x4, and ODOT Double dump contracts. Daniel was a key figure when ODOT decided to switch from Parker IQAN controls/Hydraulics to Cirrus Controls, and he has been involved ever since. PTW has consistently provided a robust and reliable installation of the Cirrus Controls/Hydraulics to ODOT for over 5 years.

PTW Representatives have visited Clackamas County and have reviewed the 17 trucks which are included in the scope of RFP2019-10. PTW Staff feel as though the retrofits, as detailed in the scope, are fully within their capabilities. PTW has experience with all the products required to complete the project and, work closely with Cirrus Controls to provide the best system possible. PTW has been notified that Cirrus has extended manufacturing lead times which currently extend the estimated start date to approximately half way through the contract period. PTW will do its best at maintaining the time-line as detailed on the attached time-line sheet.

PTW is a leading innovator in the dump equipment industry. The PTW staff strives for continuous improvement of our manufacturing and installation processes. PTW refuses to accept the status quo and pushes every day to be the best.

Scope Of work:

PTW supports Clackamas County's decision to retrofit their existing trucks to a more modern and robust controls/hydraulics system. Our firm has had experience with the outdated systems which Clackamas County is currently operating. Upgrading the systems allows for much more reliable control over each function. PTW does not go into this project blindly, we bring the knowledge and expertise that is required from a project of this size. Daniel Urquhart knows the necessary steps to successfully complete the project as timely as possible.

PTW intends on providing Cirus Controls and Hydraulics. Cirus will be providing the Controls for inside the truck cab, the control mounting hardware, the hydraulic control valve, the Hydraulic tank, hydraulic pump, and all the necessary cables for interconnecting components. The Cirus system is made up from matched components which provide a cohesive product overall. Having one supplier for the entirety of the system ensures that down time is minimized. The Cirus systems provide a great platform for all around Snow and Ice control while allowing for customization of specific needs.

PTW regularly installs Hydraulic control valves between the truck frame rails. We utilize the existing truck frame rails a necessary to provide to sturdiest mount possible. The Cirus control valve/tank combination provides its own specific challenges however, it is not too difficult within the scope of this project. We would fabricate bracketry as required to support the Cirus hardware. We will utilize four point, cushioned, upright spring mounting hardware to prevent stress cracking.

References:

Jeffrey Sawyer

Jeffrey.D.SAWYER@odot.state.or.us

ODOT Fleet Specifications

455 Airport Rd. SE, Bldg. K

Salem, OR 97301

503-986-2739

Doug Holley

doug.holley@greshamoregon.gov

City Of Gresham Publics works Field operations Supervisor.

1333 NW Eastman Parkway

Gresham, OR 97030

503-618-2930

Ted Mclean

tmclean@co.clatsop.or.us

Clatsop County Assistant Public Works Director

1100 Olney Ave.

Astoria, Oregon 97103

Office-503-325-8631

Cell- 503-791-2907

Truck #	Scope	Project Time Line Start Day	Project Time Line Finish Day
170421	2017 Truck, Upgrade Controls, Install Power Float,	60	64
170422	2017 Truck, Upgrade Controls, Install Power Float,	62	66
160419	2016 Truck, Replace controls and hydraulics with updated system	70	76
160420	2016 Truck, Replace controls and hydraulics with updated system	73	79
150417	2015 Truck, Replace controls and hydraulics with updated system	76	82
150418	2015 Truck, Replace controls and hydraulics with updated system	79	85
100410	2010 Truck, Replace controls and hydraulics with updated system	82	88
100411	2010 Truck, Replace controls and hydraulics with updated system	85	91
100412	2010 Truck, Replace controls and hydraulics with updated system	88	94
100413	2010 Truck, Replace controls and hydraulics with updated system	91	97
100414	2010 Truck, Replace controls and hydraulics with updated system	94	100
090344	2009 Truck, Replace controls and hydraulics with updated system	97	103
090345	2009 Truck, Replace controls and hydraulics with updated system	100	106
090346	2009 Truck, Replace controls and hydraulics with updated system	103	109
090347	2009 Truck, Replace controls and hydraulics with updated system	106	112
090348	2009 Truck, Replace controls and hydraulics with updated system	109	115
090349	2009 Truck, Replace controls and hydraulics with updated system	112	118

PROPOSAL CERTIFICATION
2019-10 Dump Truck Hydraulic System Upgrades

Submitted by: Pioneer Truckweld Inc. Salem, OR
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
 - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
 - 1. The selected Proposal must be approved by the Board of Commissioners.
 - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 947485-91

Contractor's Authorized Representative:

Signature:  Date: 4/03/2019
Name: Daniel Urquhart Title: General Manager
Firm: Pioneer Truckweld Inc.
Address: 4355 Turner Rd. SE
City/State/Zip: Salem, OR 97317 Phone: (503) 585-9353
e-mail: durquhart@pioneertruckweld.com Fax: (503) 585-0908

Contract Manager:

Name Daniel Urquhart Title: General Manager
Phone number: (360) 864-4040
Email Address: durquhart@pioneertruckweld.com

FEE SCHEDULE

There are five (5) groups of trucks. Please provide a fixed fee price for ONE truck in each group.

GROUP 1

5-yard dump trucks hydraulic system upgrade.

Total of six (6) 2009 International 7500 SBA 4X2 5-yard dump trucks:

Unit #'s

090344

090345

090346

090347

090348

090349

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab "manual spreader control"
- Hole in floor "control tower"

CHASSIS UP-FIT

Provide and install new upgraded hydraulic system as requested:

- Valve / 35gallon tank combo side frame mount: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice.
- Eaton 620 piston pump or equal: 90cc / 6ci, front mount 1.25" keyed shaft 4 bolt SAE "C" mount flange & pilot
- Cab controls, two joy sticks, floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- In-tank return filter and strainer

Plow bumper / pump mount:

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE "C" mount and pilot
- Provide new pump driveline

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

General:

- Build and replace all hoses for new hydraulic system sized appropriately to not inhibit function speed.
- Plow quick coupler drain manifold as per County approved couplers
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 42,308

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Sander cabling (Auger/Prewet) (does not include motor sensor or flow meter or installation).

Add \$ 331

- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).

Add \$ 311

- Henke plow parallel lift 15-gpm valve/manifold and hoses installation.

Add \$ 2775

GROUP 2

10-yard dump trucks hydraulic system upgrade.

Total of five (5) 2010 Freightliner M2 SBA 10-yard dump trucks:

Unit #'s

100410

100411

100412

100413

100414

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, strainer

Provide & install hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new style hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / pump mount

- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE "C" mount and pilot
- Provide new pump driveline

General

- Fabricate custom floor base on M2 cab to accommodate floor mount of new control pedestal
- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 48,390

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$ 2775

GROUP 3

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2015 Freightliner 114SD 10-yard dump trucks

Unit #'s

150417

150418

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab "manual spreader control"
- Hole in floor "control tower"

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5" Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port, Low oil and temp gauge, Strainer

Provide and install new upgraded hydraulic system

- Valve PVG100/32 or equal: truck hoist, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25" keyed shaft 4 bolt SAE "C" mount flange and pilot
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for new hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / plow mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE "C" mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 48,390

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$ 2775

GROUP 4

10-yard dump trucks hydraulic system upgrade.

Total of Two (2) 2016 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

160419

160420

CHASSIS PREP

Remove the following items from chassis:

- Dump body and stow for reinstallation
- Hydraulic hoses, hydraulic tank, hydraulic valve and mount
- Hydraulic filter and mount, back of cab spreader control valve
- Floor mounted control tower
- Body stop air control
- Plow bumper, hydraulic pump and mount, Pitts clutch PTO, pump driveline
- Disposal of contaminated oil and old parts

Repair:

- Hole in back of cab “manual spreader control”
- Hole in floor “control tower”

CHASSIS UP-FIT

Build and install Custom frame mount hydraulic tank

- 2.5” Suction port, # 24 return port, # 8 case drain port, # 8 power float return port, # 4 coupler pressure dump port. Low oil and temp gauge, strainer

Provide and install upgraded hydraulic system

- Valve PVG100/32: truck hoist or equal, plow up/down, plow angle, auger, spinner, prewet, anti-ice
- Cab controls, two joy sticks floor mount/ electronic enclosure
- Power float for plow Moray JR or equal with cab control
- Color monitor Key Pad Spreader Control
- Eaton 620 piston pump or equal: 98cc / 6ci, front mount 1.25” keyed shaft 4 bolt SAE “C” mount flange and pilot
- Cabling for upgraded valve, control tower, spread smart and display, prewet and anti-ice
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch

Valve mount

- Fabricate custom valve mount for upgraded hydraulic control valve and enclosure to mount between cab and front of body off set for A-Frame hoist mount

Plow bumper / Pump mount

- Relocate plow bumper to accommodate new pump and pump mount location
- Fabricate and locate custom pump mount for pressure compensated pump 4 bolt SAE “C” mount and pilot
- Provide new pump driveline

General

- Build and replace all hoses for new hydraulic system
- Plow quick coupler drain manifold
- Body stop proximity switch

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 48,390

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger/Prewet M12) (does not include motor sensor or flow meter or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold and hoses installed.
Add \$ 2775

GROUP 5

10-yard dump trucks hydraulic system upgrade.

Total of two (2) 2017 Freightliner 114SD SBA 10-yard dump trucks

Unit #'s

170421

170422

Note: These two trucks already include a Cirus System hydraulic dump-bed controls.

CHASSIS UP-FIT

Cab and chassis work

- Remove and replace EZ –spread control with color monitor Key Pad Spreader Control.
- Data collection equipment: Drive by Transmitter, GPS, proximity sensor for plow position, & road watch
- Power float valve and hoses for plow Moray JR or equal with cab control.
- Add hydraulic hoses and fitting as required.
- Add Low oil and temp gauge to hydraulic tank if not already installed on truck.

Provide price to retrofit (1) one truck in this group. Price is **fixed fee** and will include all parts, labor and transportation costs (FOB Destination).

\$ 16,420

OPTIONAL ADD-ON'S - The County is in no way obligated to accept these optional features:

- Add on Sander cabling (Auger / Pre-wet M12) (does not include motor sensor, flow meter, or installation).
Add \$ 331
- Add on Anti-Ice Boom cable & Sensor (does not include flow meter or installation).
Add \$ 311
- Henke plow parallel lift 15-gpm valve/manifold installed.
Add \$ 2775



GEORGE MARLTON, JD
 PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Resolution to Create a Class Special Procurement Process for the 340B Third Party Administration Claims Management of Pharmacy Services

Purpose / Outcome	Approval of a new class special procurement pursuant to Local Contract Review Board (LCRB) C-047-0285
Dollar Amount and Fiscal Impact	N/A
Funding Source	No County General Funds involved
Duration	Indefinite
Previous Board Action/Review	Policy Session on 04/23/19
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities. 2. Building public trust through good government.
Counsel Review	07/02/2019
Contact Person	George Marlton, Procurement Division Director x5442 Ed Johnson, Administrative and Financial Services Manager x5325

BACKGROUND:

Pursuant to Local Contract Review Board Rules (“LCRB”) C-047-0285, the Procurement and Contract Services Division requests the creation of a new class special procurement category for the 340B third party administration claims management of pharmacy services.

The Health Centers Division of Health, Housing and Human Services (“Department”) manages the 340B Pharmacy Program (“Program”) that is funded through 340B savings as a covered entity through the designation as a Federally Qualified Health Center (“FQHC”) recognized under Health Resources and Services Administration. The Program provides eligible health care providers, such as FQHCs, the ability to purchase outpatient drugs for its patients at significantly reduced costs. By purchasing medications at a much lower cost, FQHCs are able to pass the savings on to their patients through reduced drug prices, and can use any additional savings in support of the Department’s mission to expand access and improve health outcomes among medically underserved populations. The discounts provided in the Program are financed by the drug manufacturers, not the government.

The goal of the Department is to give County clients maximum access to pharmacies throughout the County. The complication is that many pharmacies only work with their established Third Party Administrators (“TPA”), so if the Department wants to establish services through these pharmacies, it also has to contract with the pharmacy’s TPA. To provide maximum access to pharmacy services for County clients, the Department would like to be able

to directly contract with all pharmacies and their respective TPAs within the County that service a minimum threshold of 200 County clients per month.

A class special procurement is appropriate for these contracts because the alternative approach will not encourage favoritism as it will not exclude any pharmacies and TPAs that provide minimum threshold services to the County clients. Approval of a class special procurement will result in significant program savings by avoiding a lengthy and costly procurement process that would end in the same result as a formal procurement. In addition, approval of a class special procurement substantially promotes the public interest by giving maximum access to County clients in a timely and efficient manner.

Proposed Class Special Procurement Category:

340B Third Party Administration Claims Management of Pharmacy Services.

The Contracting Agency is exempt from competitive procurement requirements for acquiring 340B program third party administration claims management services for pharmacy services. This exemption is limited to third party administrators required by pharmacies within Clackamas County that provide a minimum threshold of serving 200 Clackamas County clients per month. Notwithstanding the exemption, all contracts for services, regardless of the dollar amount, are subject to legal sufficiency review and approval by the Board of County Commissioners.

Procurement Process:

In accordance with ORS 279B.085 and LCRB C-047-0286, Procurement published a notice of intent to create a new class special procurement on June 13, 2019. Procurement did not receive a protest during the seven (7) day protest period.

RECOMMENDATION:

Staff recommends the Board approve the resolution creating the new class special procurement category of 340B Third Party Administration Claims Management of Pharmacy Services.



George Marlton, Division Director
Procurement & Contract Services

Placed on the Board Agenda of July 11, 2019 by the Procurement Division.

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

In the Matter of a Resolution
Authorizing the Creation of a Class
Special Procurement for 340B Third
Party Administration Claims
Management of Pharmacy Services



Resolution No. _____
Page 1 of 2

WHEREAS, the Health Centers Division of Health, Housing and Human Services (the "Department") manages a 340B Pharmacy Program ("Program") that is funded through 340B Program savings as a designated Federally Qualified Health Center (FQHC) recognized under Health Resources and Services Administration (HRSA);

WHEREAS, the class 340B Third Party Administration Claims Management of Pharmacy Services does not lend itself to a standard procurement process due to special requirements of the Program that only Third Party Administrators (TPAs) exclusive to viable 340B contracted pharmacies are able to administer and is open to award multiple public contracts;

WHEREAS, the Program is reasonably expected to result in viable savings to the public by meeting patient financial needs who utilize Clackamas County Health Centers clinics that provide healthcare and the savings generated through the Program provides revenue that supports ongoing clinical services;

WHEREAS, the Local Contract Review Board Rules authorize the Board of County Commissioners ("Board") to establish a class special procurement pursuant to section C-047-0285, and in compliance with ORS 279B.085, as long as the Board finds that the request: 1) is not likely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts; and 2) is reasonably expected to result in substantial cost savings to the contracting agency or the public, or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or any rules adopted thereunder;

WHEREAS, the new class special procurement will not encourage favoritism as it will not exclude any third party administrators required by pharmacies within the County that provide a minimum threshold of serving 200 County clients per month;

WHEREAS, the new class special procurement will result in significant program savings by avoiding a lengthy and costly procurement process that would end in the same result as a formal procurement as well as being;

WHEREAS, public notice of the intent to create the new class special procurement was published on June 13, 2019 in compliance with ORS 279B.085 and 279B.055(4) and no protests were received;

WHEREAS, the Procurement Division now seeks a resolution from the Board of County Commissioners creating a class special procurement for 340B Third Party Administration Claims Management of Pharmacy Services.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

1. The Board finds that authorizing the creation of a class special procurement for the Program is not likely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts;
2. The Board finds that creation of a class special procurement process will result in significant program savings by avoiding a lengthy and complex procurement process that would end in the same result as other competitive procurement processes;
3. The Board further finds that approval of the expedited process will substantially promote the public interest by providing a greater availability of firms without delay;
4. Based on the foregoing, the Board hereby creates by resolution a class special procurement for the Program described as follows:

340B Third Party Administration Claims Management of Pharmacy Services.

The Contracting Agency is exempt from competitive procurement requirements for acquiring 340B program third party administration claims management services for pharmacy services. This exemption is limited to third party administrators required by pharmacies within Clackamas County that provide a minimum threshold of serving 200 Clackamas County clients per month. Notwithstanding the exemption, all contracts for services, regardless of the dollar amount, are subject to legal sufficiency review and approval by the Board of County Commissioners.

ADOPTED this ____ day of _____, 2019.

CLACKAMAS COUNTY BOARD OF COUNTY
COMMISSIONERS:

Chair

Recording Secretary



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to apply for a
Grant with Clackamas Women's Services (CWS) to

Transform Family Justice Center Services via New Pathways of Hope and Healing for Polyvictims

Purpose/Outcome	The Sheriff's Office will be a sub-recipient of a Department of Justice, Office for Victims of Crime Grant federal grant
Dollar Amount and Fiscal Impact	The full cost of the proposed Management Analyst 2 Position for the Family Justice Center (FJC), plus 10% administrative cost, will be covered by the grant. This is estimated at \$529,000 over the course of the three-year award period
Funding Source	US Department of Justice
Safety Impact	This grant adds to the services provided at the FJC to survivors of multiple crimes
Duration	10/01/2019 – 09/30/2022
Previous Board Action/Review	A previous grant partnership with CWS was approved in FY 2016-17
Strategic Plan Alignment	Provide comprehensive and coordinated victims service to vulnerable victims of crime so they can live a life free of violence
Counsel Review	Not at this time; however, should we be awarded the grant, We will forward documents to County Counsel to review.
Contact Person	Lt. Michael Copenhaver, (503) 557-5872
Contract No.	None

BACKGROUND:

This Grant Program seeks to add a Management Analyst 2 to the CCSO staff assigned to the FJC. This would add capacity to the FJC to assist survivors of domestic and sexual abuse. Specifically, the position created will be a "Program Services Coordinator" at the FJC and will be responsible for, amongst other things, implementation of this grant, bridging perceptible and problematic gaps between systems and advocacy, managing FJC language access plan to serve survivors speaking a multitude of languages, ensuring positive on-going relationships between partner agency staff and representing FJC at multi-disciplinary efforts throughout the County. All of these efforts are aimed at better service to survivors of multiple types of abuse, "polyvictims." By having a Program Services Coordinator at the FJC, we will be able to foster and grow those partner relationships to more comprehensively serve the needs of survivors. Polyvictimization is generally described as having multiple victimizations of different kinds, such as sexual abuse, physical abuse, bullying, and/or exposure to family violence as opposed to experiencing a single form of victimization. Polyvictimization is more highly related to trauma symptoms than experiencing repeated victimizations of a single type.

RECOMMENDATION:

Staff recommends the Board approve and sign this request for submitting a grant application and authorizes Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,

Craig Roberts,
Sheriff

"Working Together to Make a Difference"

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Clackamas County Sheriff's Office Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: OVC FY 2019 Transforming Family Justice Center Services
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Lieutenant/FJC Director Michael Copenhaver
Requestor Contact Information: michaelcop@clackamas.us (503) 557-5872
Department Fiscal Representative: Nancy Artmann, nartmann@clackamas.us, (503) 785-5012
Program Name or Number (please specify): Family Justice Center, Sheriff Operations (216-1628)
Brief Description of Project:

This Grant Program seeks to add a Management Analyst 2 to the Clackamas County Sheriff's Office assigned to A Safe Place Family Justice Center of Clackamas County (FJC). As stated in the title of the grant, "Creating new pathways of hope and healing for polyvictims", this grant seeks to add capacity to the FJC to assist survivors of domestic and sexual abuse. Specifically, the position created will be a "Program Services Coordinator" at the FJC and will be responsible for, amongst other things, implementation of this grant, bridging perceptible and problematic gaps between systems and advocacy, managing FJC language access plan to serve survivors speaking a multitude of languages, ensuring positive on-going relationships between partner agency staff and representing FJC at multi-disciplinary efforts throughout the County. All of these efforts are aimed at better service to survivors of multiple types of abuse, "polyvictims." By having a Program Services Coordinator at the FJC, we will be able to foster and grow those partner relationships to more comprehensively serve the needs of survivors. Polyvictimization is generally described as having multiple victimizations of different kinds, such as sexual abuse, physical abuse, bullying, and/or exposure to family violence as opposed to experiencing a single form of victimization. Polyvictimization is more highly related to trauma symptoms than experiencing repeated victimizations of a single type.

Name of Funding (Granting) Agency: US Department of Justice Office for Victims of Crime (OVC)

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.ovc.gov/grants/pdf/FY19-Transforming-FJC-Services-for-Polyvictims-508.pdf>

OR

Application Packet Attached: Yes No

Completed By: Lieutenant/FJC Director Michael Copenhaver Date: 6/21/2019

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: No later than 9/30/19
CFDA(s), if applicable: CFDA 16.582
Announcement Date: 5/9/2019 Announcement/Opportunity #: OVC-2019-15643
Grant Category/Title: OVC FY 2019 Transforming Family Justice Center Services: Creating New Pathways of Hope and Healing for Polyvictims Max Award Value: \$850,000 total award. However, CCSO would be a sub-recipient of Clackamas Women's Services with an anticipated budget of \$528,994
Allows Indirect/Rate: 10% Admin in lieu Match Requirement: No match is required
Application Deadline: 7/8/2019 Other Deadlines: N/A
Grant Start Date: 10/1/2019 Other Deadline Description:

Grant End Date: 9/30/2022 N/A
Completed By: N. Artmann Program Income Requirement: N/A
Pre-Application Meeting Schedule: 06/24/2019, 6/25/2019 - Grant opportunity was recently discovered

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

The mission of the Clackamas County Sheriff's Office (CCSO) is to preserve life, uphold the law, prevent crime, hold offenders accountable, and promote safety while finding innovative solutions and building partnerships with the community. We fulfill this mission through teamwork and partnerships, as reflected in our motto: "Working Together to Make a Difference."

The Clackamas County Sheriff's Office takes domestic violence very seriously and was among the first two law enforcement agencies in Oregon to implement the Maryland Lethality Assessment Program (LAP). In 2002, CCSO created the Domestic Violence Enhanced Response Team (DVERT) with community partners to specifically address family violence in Clackamas County. DVERT focuses its aim on extensive coordination of domestic violence cases through staffing, advocate assignment, identification of prosecutorial needs, and promptly arresting suspects, DVERT is currently housed at A Safe Place Family Justice Center for Clackamas County. Since 2000, CCSO has coordinated and hosted the annual Child Abuse and Family Violence Summit which is attended internationally by over 750 attendees each year. Additionally, CCSO is the Lead Agency directing daily operations at A Safe Place Family Justice Center for Clackamas County.

CCSO is also the lead agency for the A Safe Place Family Justice Center High Risk Response Team (HRRT) which utilizes a multi-disciplinary team of core partners working in concert to hold offenders accountable, increase victim safety by monitoring offenders, and providing comprehensive victim services. The High Risk Response Team recognizes that domestic violence homicides are both predictable and preventable. Our team is designed to work collaboratively to identify the most dangerous domestic violence cases in the community and offers a coordinated effort for domestic violence response and support for victims. Sharing information across disciplines helps close the gaps in the system and ensures that the most dangerous cases are comprehensively and strategically addressed.

The program purpose statement, as defined in our Managing for Results Strategic Plan is to provide comprehensive and coordinated victim services to vulnerable victims of crime so they can live a life free of violence.

2. What, if any, are the community partners who might be better suited to perform this work?

As the lead agency of the A Safe Place Family Justice Center, the Sheriff's Office is the community partner best suited to perform this work.

3. What are the objectives of this grant? How will we meet these objectives?

The objectives of this OVW Grant are to identify new partnerships to address the needs of poly-victims, appropriate implementation of client mapping, training of polyvictimization, training on trauma informed care, conducting survivor focus groups and shifting the framework from crisis intervention to trauma informed advocacy.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, the grant proposal does not fund an existing program.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

No. This grant would require CCSO to hire a Management Analyst 2 which can be accomplished once the grant is awarded.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

All of the partners on this grant proposal are currently partners working together at A Safe Place Family Justice Center (ASP-FJC).

ASP-FJC is a collaboration of partners working together to provide comprehensive services to victims of domestic violence, sexual violence, elder abuse, stalking, and dating violence. Services are co-located, integrated and trauma informed. All of the partners included in this grant project have significant and integral roles in the ASP-FJC collaboration. The development of the Center was a collaborative effort that included all of the project partners for this proposal as well as many additional community partners not listed here. It is noteworthy to mention that CC-HIS, CWS, CC-DA-VAP and CCSO took a collaborative leadership role in developing the initial operations manual and the completion of other critical tasks to open the Center.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

Sustainability efforts will be explored during the grant's lifetime, understanding that it is limited term award.

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

Either request for funding during the budget process or looking for other grant opportunities.

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A

Reporting Requirements

1. What are the program reporting requirements for this grant?

Recipients typically must submit quarterly financial reports, semiannual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

CCSO DVERT currently tracks performance related activities aimed to report on services provided at ASP-FJC as well as services provided to the CCSO Patrol Division. Data needed to report on this grant would not place additional burden or require the development of new data capture sources.

3. What are the fiscal reporting requirements for this grant?

Recipients typically must submit quarterly financial reports, semiannual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes a 10% Administration factor has been added to the grant budget.

2. Are other revenue sources required? Have they already been secured?

N/A

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

Match is not required for this grant

Department: keep original with your grant file.



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

**A Board Order related to a previously approved
Zone Change Application, Removal of Historic Landmark Designation**

Purpose/Outcomes	<i>Adopt a board order related to a previously approved land use action</i>
Dollar Amount and Fiscal Impact	<i>None identified</i>
Funding Source	<i>N/A</i>
Duration	<i>Indefinitely</i>
Previous Board Action	<i>Board of County Commissioners ("Board" or "BCC") held a public hearing on June 19 2019, at which time the BCC voted 5-0 to approve the application, and directed staff to draft the board order and the findings of fact, both of which are included with this report.</i>
Strategic Plan Alignment	<i>1. Build public trust through good government.</i>
Contact Person	<i>Nate Boderman, 503-655-8364</i>
Contract No.	<i>None</i>

BACKGROUND:

On May 9, 2019 a public meeting was held before the Historic Review Board (HRB) to consider the proposal in Z0067-19, and at this meeting, the HRB voted unanimously to recommend approval of the proposal to remove the HL overlay on the subject property. The structure on that site was designated as having historic significance, the Califf Watertower (SHPO #1103), no longer exists on the property.

On June 19, 2019 a public hearing was conducted before the BCC to consider a proposal to remove the Historic Landmark (HL) overlay on the property located at 11315 S Bremer Road. At that hearing, the BCC orally voted 5-0 to approve the application to remove the HL zoning overlay.

The Board then directed staff to draft and order and findings consistent with its decision. A copy of the Board Order implementing the oral decision, and findings and conclusions to be adopted by the Board has been attached.

RECOMMENDATION:

Staff recommends the Board approve the attached Board Order and the findings and conclusions which are attached thereto.

Respectfully submitted,

Nate Boderman
Assistant County Counsel

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

In the Matter of a Zoning Map
Amendment from Brian Pelster and
Dianna McGowan, on property
described as T3S R1E Section 36, Tax
Lot 01400

File No.: Z0067-19-HL



Order No. _____
Page 1 of 2

Whereas, this matter coming regularly before the Board of County Commissioners, and it appearing that Brian Pelster and Dianna McGowan made an application for a zone change to remove the Historic Landmark (HL) zoning overlay designation from an approximately 19.94-acre parcel located at 11315 S Bremer Road, on the property described as T3S R1E Section 36, Tax Lot 01400.

Whereas, it further appearing that, in June of 1993, Clackamas County designated the Samuel & Elizabeth Califf Watertower (SHPO#1103) as a Historic Landmark (HL) and applied the HL overlay zone to the parcel.

Whereas, it further appearing that, sometime between 2007 and 2017 the Califf Watertower deteriorated and collapsed and, at present, no longer exists on the property.

Whereas, it further appearing that after appropriate notice, a public meeting was held before the Historic Review Board on May 9, 2019, to consider the proposal in Z0067-19, and at this meeting, the Historic Review Board voted unanimously to recommend approval of the proposal to remove the HL overlay zone; and

Whereas, it further appearing that after appropriate notice a public hearing was held before the Board of County Commissioners on June 19, 2019, at which testimony and evidence were presented, and that, at that hearing, a decision was made by the Board, by the vote of 5-0 to approve the application to remove the HL overlay zone.

Based on the evidence and testimony presented this Board makes the following findings and conclusions:

1. The applicant requests approval of a zone change to remove the Historic Landmark (HL) zoning overlay on the subject site due to the fact that the structure on the subject site that was designated as having historic significance, the Califf Watertower (SHPO #1103), no longer exists on the property.
2. This Board adopts as its findings and conclusions the *Findings of Fact and Conclusions of Law* document attached hereto and incorporated herein as Order Exhibit A, which finds the application to be in compliance with the applicable criteria.

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

In the Matter of a Zoning Map
Amendment from Brian Pelster and
Dianna McGowan, on property
described as T3S R1E Section 36, Tax
Lot 01400

File No.: Z0067-19-HL



Order No. _____
Page 2 of 2

NOW, THEREFORE, IT IS HEREBY ORDERED that the requested Zone Map
Amendment is hereby APPROVED, as identified in Order Exhibit A.

ADOPTED this 11th day of July, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



Exhibit A

**FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR
PLANNING FILE NO. Z0067-19-HL:
CALIFF WATERTOWER
ZONE CHANGE TO REMOVE HISTORIC LANDMARK (HL) OVERLY**

SECTION 1 - GENERAL INFORMATION

Planning File No.: Z0067-19-HL

Adoption Date: July 11, 2019

Applicant(s): Brian Pelster & Dianna McGowan

Owner: Brian Pelster, PO Box 236, Troutdale, OR 97060

Proposal(s): Removal of Historic Landmark (HL) zoning overlay; resource no longer exists

Legal Description: T3S R1E Section 36, Tax Lot 01400

Site Address: 11315 S Bremer Rd, Canby

Comprehensive Plan Designation: Agriculture (AG)

Zoning Designation: Exclusive Farm Use (EFU)/Historic Landmark Overlay (HL)

Total Area Involved: Approximately 19.94 acres

SECTION 2 - DECISION

The Board of County Commissioners (“Board”) finds that this application satisfies all the applicable state, regional and county criteria for the proposed change in the zoning designation for the subject property. Therefore, the Board hereby approves the removal of the Historic Landmark (HL) zoning overlay on the property, as proposed in Planning file Z0067-19-HL.

SECTION 3 – BACKGROUND INFORMATION

Background:

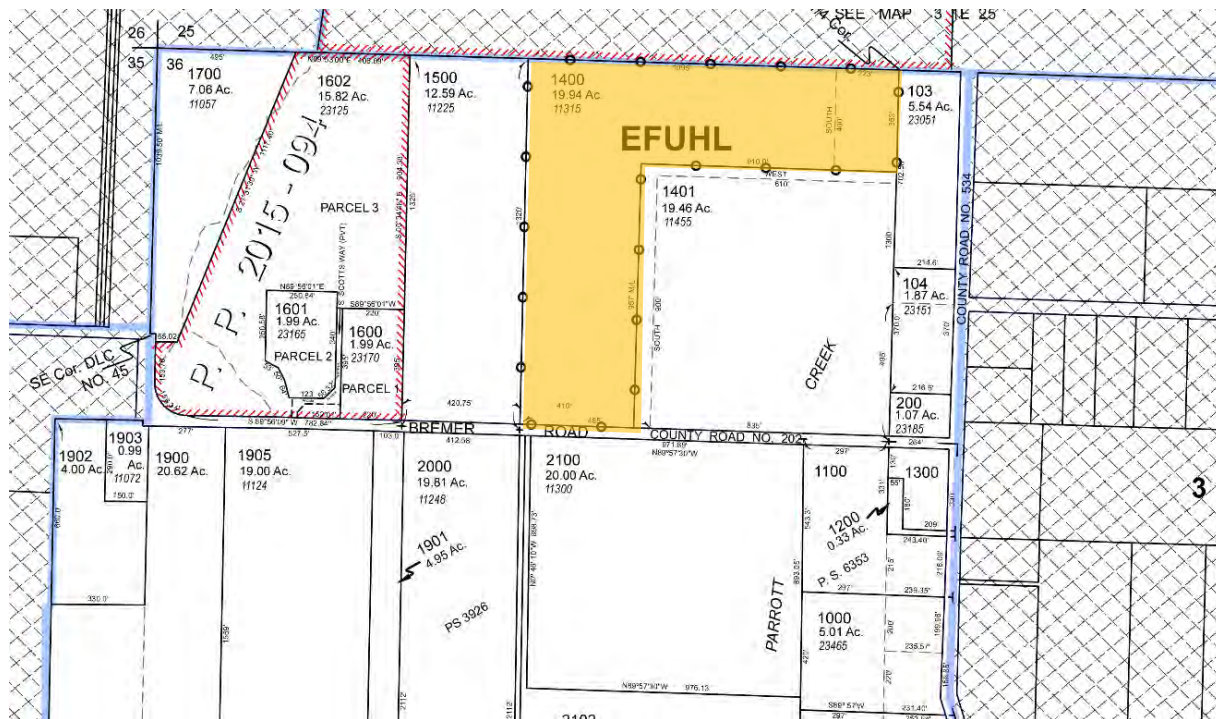
This application includes a proposal to remove the Historic Landmark (HL) zoning overlay on the property located at 11315 S Bremer Rd. due to the fact that the resource no longer exists on the property.

In June of 1993, Clackamas County designated the Samuel & Elizabeth Califf Watertower (SHPO#1103) as a Historic Landmark (HL) and applied the HL overlay zone to the site. The Califf Watertower was constructed circa 1880, was designed in the vernacular style, and was noted to be a rare building type with its unusual three-tier design. Based on the 1984 photo, the watertower appeared in relatively good condition. By the time the Goal 5 analysis was completed in 1993, however, the Califf Watertower was noted to be in “very poor” or “deteriorated” condition and all of the windows had been removed (at some undetermined time). And as illustrated in the photo above, by 2007, the watertower structure had become nearly completely overgrown with a large shrub/tree.

The applicants purchased the property with the Califf Watertower in mid-2017. According to the applicants, at the time of purchase the watertower was *unfortunately nothing more than a partial pile of wisteria covered rubble*. Only two beams from the rubble were in a condition to salvage, which has been done.

It is difficult to ascertain, from aerial photography, when the Califf Watertower collapsed or was removed because of the large growth over the structure. What is certain, from both 2017 and current photography, is that the Califf Watertower no longer exists on the site.

Location Map:



Photographs:

Oregon Historic Site Form--Intensive Level Survey

Report Photos



Califf Watertower 1984



Califf Watertower 2007

2017. Applicant's photo (left); property listing on zillow.com (right)



Current. Applicant photo



Responses Requested:

- a. Canby Fire District #62
- b. State Historic Preservation Office (SHPO)
- c. Dept. of Land Conservation and Development
- d. Property Owners within 750'

CPO Recommendation: The subject property is located within boundaries of the Canby Community Planning Organization (CPO), which is currently inactive.

Public Hearings/Meetings: After appropriate notice, a public meeting was held before the Historic Review Board (HRB) on May 9, 2019, for consideration of the proposal. At this meeting, the HRB voted unanimously to recommend approval of the removal of the HL overlay proposed in Z0067-19-HL.

A public hearing held before the Board of County Commissioners on June 19, 2019. At this hearing testimony and evidence were presented and the Board made the decision, by the vote of 5-0, to approve the application to remove the HL zoning overlay.

SECTION 4 – ANALYSIS AND FINDINGS

This proposal is subject to the relevant Statewide Planning Goals; Oregon Revised Statutes (ORS); Oregon Administrative Rules (OARs); County Comprehensive Plan (Plan) policies, and the County's Zoning and Development Ordinance (ZDO). In an effort to be efficient and concise, only the applicable sections, regulations, and/or policies are noted below and discussed in these Findings.

Because the removal of the Historic Landmark (HL) overlay is technically a zone change, this application is processed as a Type III land use application, in which the Board of County Commissioners (BCC) is the designated decision-making body, after Historic Review Board (HRB) review and recommendation to the BCC on the matter.

1. Statewide Planning Goals and Guidelines

- a. Goal 1: Citizen Involvement. The zone change and map amendment does not propose to change the structure of the county's citizen involvement program. Section 1307 of the Zoning and Development Ordinance (ZDO) contains adopted and acknowledged procedures for citizen involvement and public notification for quasi-judicial actions. This application has been processed consistent with the notification requirements in Subsection 1307, including notice of the proposed amendment to all property owners within 750 feet of the subject property. Also, notice of the Historic Review Board (HRB) meeting and the Board of County Commissioners (BCC) hearing was published in the newspaper and posted on the county's website. The Department of Land Conservation and Development (DLCD) was notified of this proposal, but has not provided a response. **The Board finds that the relevant requirements of Statewide Planning Goal 1 and related provisions of the ZDO have been satisfied.**

- b. Goal 2: Land Use Planning. The zone change and map amendment does not propose to change the county's land use planning process. The county will continue to have a comprehensive land use plan and implementing regulations that are consistent with the plan. No exceptions from the Goals are required.

Goal 2 requires coordination with affected governments and agencies. Notice of this application has been provided to potentially affected agencies and governments.

Goal 2 also requires that all land use actions be consistent with the acknowledged Comprehensive Plan. As noted below (Subsection 2, *County Comprehensive Plan Policies*) this proposal is consistent with all the applicable criteria in the county's Comprehensive Plan. **The Board finds that the relevant requirements of Statewide Planning Goal 2 have been satisfied.**

- c. Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources: *To conserve open space and protect natural and scenic resources.* Goal 5 resources include open space areas, scenic and historic resources and other natural features. Chapter 3 (Natural Resources and Energy) and Chapter 9 (Open Space, Parks and Historic Sites) of the Clackamas County Comprehensive Plan identifies significant Goal 5 resources within the County.

As noted throughout this document, the previously-designated Goal 5 historic resource on the subject property (the Califf Watertower) no longer exists. There are no other Goal 5 resources identified in the Comprehensive Plan located on the subject property. **The Board finds that Statewide Planning Goal 5 no longer applies to the subject site.**

2. County Comprehensive Plan Policies

- a. **Chapter 11 (The Planning Process):** This section of the Comprehensive Plan (Plan) contains a section titled *City, Special District and Agency Coordination*. The Oregon Department of Land Conservation and Development (DLCD) and other identified interested parties received notice of the proposed amendment. This level of notification furthers the goals and policies of this section of the Plan.

Chapter 11 of the Plan also contains a section entitled *Amendments and Implementation*. This section contains procedural standards for Plan amendments, requires the Plan and the ZDO to be consistent with Statewide Planning Goals and Guidelines and Metro's Urban Growth Management Functional Plan, and requires the ZDO to be consistent with the Plan. Policy 3.0 establishes the procedural standards. The process followed for Z0067-19-HL is in compliance with these standards. Specifically, notice was mailed to DLCD and interested parties at least 35 days before the scheduled public hearing, and DLCD, SHPO and property owners within 750 feet of the subject property were provided with an opportunity to review and comment on the proposed amendments. The subject is within the boundaries of an inactive Community Planning Organization (CPO) so no CPO was sent notice. A public meeting was held before the Historic Review Board

(HRB) and a public hearing was held before the Board of County Commissioners (BCC) to consider the proposed amendments.

The Board finds that the relevant policies in Chapter 11 are met.

- b. **Chapter 9 (Open Space, Parks, and Historic Sites)** of the County's Comprehensive Plan contains policies for historic resources. The only applicable policy in this case is Policy 4.0, in the Historic Landmarks, Districts, and Transportation Corridors Section.

Policy 4.0. Zone properties Historic Landmark (HL), Historic Districts (HD), or Historic Corridor (HC) which are determined significant by the evaluation criteria.

As noted below, the watertower was at one time determined significant by the evaluation criteria (scoring the minimum 40 points); but, as the structure no longer exists, it can no longer be determined to be significant. Therefore the HL overlay zone is no longer appropriate for the subject site. The Board finds the proposed removal of this overlay is consistent with this policy. **This criterion is met.**

3. County Zoning & Development Ordinance (ZDO) Criteria

- a. Section 707.02(B) of the Clackamas County Zoning & Development Ordinance (ZDO) states that *a site, structure, or object may be zoned Historic Landmark if it is listed on the National Register of Historic Places, or if it is rated as significant under the County's procedure for evaluating historic resources under the specific architectural, environmental, and historic association criteria.* A site or structure must receive a minimum of 40 points under the required criteria found in Section 707.02(B)1 through 3.

At the time of its original designation as a Historic Landmark, the Califf Watertower scored the absolute minimum required (40 points), largely based on its architectural significance. Given that the structure no longer exists, the Board finds it cannot achieve any score under this criterion and the HL designation is no longer appropriate for the subject site. **This criterion is not met.**

- b. Section 1202 of the ZDO contains the criteria for a zone change.

- 1) 1202.03(A). *The proposed zone change is consistent with the applicable goals and policies of the Comprehensive Plan.*

As noted in Subsection 2, *County Comprehensive Plan Policies* (above) the proposal is consistent with all applicable Plan Policies and therefore the Board finds that the HL overlay zone is no longer appropriate for the subject site. **This criterion is met.**

- 2) 1202.03(B). *If development under the proposed zoning district designation has a need for any of the following public services, the need can be accommodated with the implementation of the applicable service provider's existing capital improvement*

plan: sanitary sewer, surface water management, and water. The cumulative impact of the proposed zone change and development of other properties zoning designations shall be considered.

The Board finds that the removal of the HL overlay does not authorize any development that is not already allowed under the existing EFU zoning and, as such, would not affect the need to provide any of the above-listed public services to the site. **This criterion is met.**

- 3) 1202.03(C). *The transportation system is adequate and will remain adequate with approval of the proposed zone change.*

The Board finds that the removal of the HL overlay does not authorize any development that is not already allowed under the existing EFU zoning and, as such, would not affect the transportation system. **This criterion is met.**

- 4) 1202.03(D). *Safety of the transportation system is adequate to serve the level of development anticipated by the proposed zone change.*

The Board finds that the removal of the HL overlay does not authorize any development that is not already allowed under the existing EFU zoning and, as such, would not affect the transportation system. **This criterion is met.**



July 11, 2019

Board of County Commission
Clackamas County

Members of the Board:

Approval of an Allocation Certification Agreement with the Oregon State Marine Board
for Maintenance Assistance Program (MAP) 2019-20 Funding

Purpose/Outcomes	Provides maintenance funding for County Parks' boat ramps and pump out and dump station.
Dollar Amount and Fiscal Impact	\$25,550 in funding support, with a minimum of \$16,583.33 in matching labor/expenditures.
Funding Source	Oregon State Marine Board; \$24,200 in state funds and \$1,350 in federal Clean Vessel Act funds.
Duration	July 1, 2019 through June 30, 2020
Previous Action	None
County Counsel	Reviewed and approved by County Counsel on July 2, 2019.
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources
Contact Person	Rick Gruen, BCS County Parks & Forest Manager, (503) 742-4345
Contract No.	N/A

BACKGROUND:

The Oregon State Marine Board (OSMB) provides an annual allocation to Clackamas County Parks in support of the improved boat ramp facilities at Barton, Carver and Hebb parks, and Boones Ferry Marina. State funds support staff labor, material expenditures, and vehicle costs related to maintenance of restrooms, grounds, boater parking lots, docks, and boat ramps. Federal funds are used to support the labor and materials to maintain the boat waste pump-out and dump station at the Boones Ferry Marina ramp. The allocation to Clackamas County Parks for FY 19/20 is \$25,550 with a minimum of \$16,583.33 provided by BCS County Parks as a match. The Allocation Certification Agreement details the breakdown of funds by site and notes the amount awarded by feature. Due to the \$1,350 in federal Clean Vessel Act Grant support for the pump-out dump station at Boones Ferry Marina, this agreement is being processed as a grant agreement.

The revenue and expenses for the Maintenance Assistance Program have been budgeted in the BCS County Parks FY 19/20 budget. The Grant Application Lifecycle Form was submitted to County Administrator, Gary Schmidt and was signed on June 13, 2019.

RECOMMENDATION:

Staff recommends the Board approve this Allocation Certification Agreement and further authorizes BCS Director, Laura Zentner, to sign on behalf of the County.

ATTACHMENTS:

1. OSMB MAP Grant Agreement for FY 19/20
2. Grant Application Lifecycle Form

Respectfully submitted,

Greg Williams, BCS Deputy Director

**CLACKAMAS COUNTY
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM (MAP) FY20**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and Clackamas County, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

I. The Recipient certifies that:

A. A budget has been adopted that includes the MAP allocation amount of \$24,200.00 state funds and \$1,350.00 federal Clean Vessel Act (CVA) funds for the fiscal year period of July 1, 2019, to June 30, 2020; and

B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
Site Name: Barton Park			Use Fee: \$2.00	Fee Reduction: 0%		
Funding Source: MAP	Size /	Points	Seasons	Months	Seasonal	Fee
Feature	Quantity	Possible	of Use*	of Use	Point Value	Adjusted
Vault Toilet		10	PSO	12	\$1,000.00	\$1,000.00
Portable Toilet		8	P	3	\$400.00	\$400.00
Additional Toilet Stall(s)	1	4	P	3	\$200.00	\$200.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	28	0			\$0.00	\$0.00
Boat Trailer Stalls	31	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Travel		3			\$300.00	\$300.00
<u>MAP Allocation for 9 site elements at Barton Park</u>					Allocation Subtotal:	\$4,900.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,900.00

Site Name: Boones Ferry Ramp				Use Fee: \$2.00	Fee Reduction: 0%	
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Feature						
Portable Toilet		8	PSO	12	\$800.00	\$800.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	27	0			\$0.00	\$0.00
Boat Trailer Stalls	91	24	PSO	12	\$2,400.00	\$2,400.00
Hard Surface Ramp, 2 Lanes		10	PSO	12	\$1,000.00	\$1,000.00
Cantilever Ramp Inspection		10	PSO	12	\$1,000.00	\$1,000.00
Boarding Dock, total linear feet	120	3	PSO	12	\$300.00	\$300.00
Log Debris Boom		2			\$200.00	\$200.00
Travel		3			\$300.00	\$300.00
<u>MAP Allocation for 11 site elements at Boones Ferry Ramp</u>					Allocation Subtotal:	\$7,600.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$7,600.00
Site Name: Boones Ferry Ramp Pump/Dump				Use Fee: \$0.00	Fee Reduction: 0%	
Funding Source: CVA Inland	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Feature						
Pumpout/Dump Station		12	PS	6	\$900.00	\$900.00
Holding Tank		6	PS	6	\$450.00	\$450.00
<u>CVA Inland Allocation for 2 site elements at Boones Ferry Ramp Pump/Dump</u>					Allocation Subtotal:	\$1,350.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$1,350.00
Site Name: Carver Ramp				Use Fee: \$2.00	Fee Reduction: 0%	
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Feature						
Flush Restroom		12	PSO	12	\$1,200.00	\$1,200.00
Portable Toilet		8	P	3	\$400.00	\$400.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	32	0			\$0.00	\$0.00
Boat Trailer Stalls	61	18	PSO	12	\$1,800.00	\$1,800.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Travel		3			\$300.00	\$300.00
<u>MAP Allocation for 9 site elements at Carver Ramp</u>					Allocation Subtotal:	\$5,900.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$5,900.00

Site Name: Hebb Park Ramp				Use Fee: \$2.00	Fee Reduction: 0%	
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Feature						
Flush Restroom		12	PSO	12	\$1,200.00	\$1,200.00
Additional Toilet Stall(s)	1	4	PSO	12	\$400.00	\$400.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	16	0			\$0.00	\$0.00
Boat Trailer Stalls	37	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	280	9	PSO	12	\$900.00	\$900.00
Travel		3			\$300.00	\$300.00
<u>MAP Allocation for 9 site elements at Hebb Park Ramp</u>					Allocation Subtotal:	\$5,800.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$5,800.00
Total Grant for Clackamas County (5 sites)					Total Allocation:	\$25,550.00

- C. MAP and CVA funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and
- D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and
- E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and
- F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and
- G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and
- H. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses; and
- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent; and
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.
- K. The Recipient does not * have a federally approved indirect rate. If applicable, a copy of the letter from the Federal Agency approving the indirect rate will be provided to OSMB before MAP funds are paid. (* Enter 'does' or 'does not' as appropriate.)
- L. The Recipient does * receive \$750,000 or more in federal funding from all sources in a fiscal year requiring submission of a Single Audit report.

II. The Recipient agrees:

- A. To provide a minimum of \$16,133.33 matching resources for state MAP funds and \$450.00 matching resources for federal CVA grant funds.
- B. That the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory and a performance report for any vessel waste collection systems and/or floating restroom.

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities and is further authorized under CFR 50 Part 85 to provide federal Clean Vessel Act funds from the U.S. Fish and Wildlife Service for maintenance of vessel waste collection facilities and floating restrooms.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

RECIPIENT: Clackamas County

By: _____

By: _____

(Signature)

(Signature)

Larry Warren

(Printed Name)

(Printed Name)

Director

(Title)

(Title)

(Date)

(Date)

File: 131

DUNS: _____

(D-U-N-S Registration number)

If you do not have a D-U-N-S number, you will need to request it at <http://fedgov.dnb.com/webform>.

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: BCS-County Parks & Forest Grant Renewal? Yes No

Name of Funding Opportunity: OR State Marine Board Maintenance Assistance Program (MAP) 2019-20

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Rick Gruen

Requestor Contact Information: 503-742-4345

Department Fiscal Representative: Christina Dannenbring

Program Name or Number (please specify): County Parks

Brief Description of Project:

The Oregon State Marine Board provides annual funding to Clackamas County Parks, without an application process, in support of the Improved boat ramp facilities at Barton Park, Carver Park, Boones Ferry Marina, and Hebb Park. State funds are used to support labor, supplies, contracted services, and vehicle costs to maintain restrooms, grounds, boater parking lots, docks, and boat ramps. Federal funds are used to support the labor, supplies, and contracted services to maintain the boat waste pumpout station at the Boones Ferry Marina ramp. The allocation calculated by OSMB for FY 19/20 is \$25,550 in allocated funds from the State Marine Gas Tax program, with a minimum \$16,583.33 County Parks match.

Name of Funding (Granting) Agency: Oregon State Marine Board

Agency's Web Address for Grant Guidelines and Contact Information:

Douglas Baer, Environmental Grant Coordinator, (503) 378-8587 www.oregon.gov/OSMB/forms.../FacilitiesFAQMAP.pdf

OR

Application Packet Attached: Yes No N/A

Application for funding is NOT required. This is a voluntary program (see attached OSMB letter).

Completed By: Christina Dannenbring Date: 06/10/2019

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____

Announcement Date: N/A Announcement/Opportunity #: N/A

Grant Category/Title: Maintenance Assistance Program (MAP) Max Award Value: \$25,550

Allows Indirect/Rate: No Match Requirement: \$16,583

Application Deadline: Application not required Other Deadlines: _____

Grant Start Date: 07/01/2019 Other Deadline Description: _____

Grant End Date: 06/30/2020

Completed By: _____

Pre-Application Meeting Schedule: N/A

Collaboration

1. List County departments that will collaborate on this award, if any.

None

Reporting Requirements

1. What are the program reporting requirements for this grant?

County Parks Management Analyst tracks labor, contracted services, and supply costs for each facility throughout the fiscal year. Costs are reported to the OR State Marine Board in August/September each year.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Peoplesoft Financial System is used to track materials & services costs. The WorkForce labor system is used to track labor costs with program codes that identify each boating facility. Annual costs to maintain boating facilities within County Parks exceeds the match requirement of this grant.

3. What are the fiscal reporting requirements for this grant?

A one page annual report is submitted to the OR State Marine Board in August/September each year, that includes supporting documentation for expenditures. Funding is provided in advance each year, but allocations are withheld until annual reporting requirements for prior year funding is met.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes, annual administration of these grant funds is under \$4,000.

2. What other revenue sources are required? Have they already been secured?

Matching funds for this grant come from revenue generated by parking fees from both licensed boaters and general day users of our improved boat ramp facilities.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Matching funds for this grant come from revenue generated by parking fees. This revenue is budgeted in the FY 19/20 County Parks budget and totals \$338,950

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Funding is continuous.

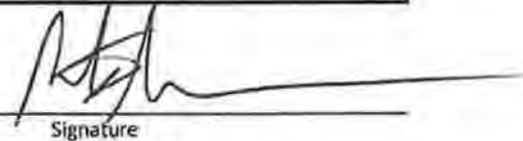
5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No.

Program Approval:


Rick Gruen
Name (Typed/Printed)


6-12-19
Date


Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Rick Gruen	6-12-19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner	6/12/19	 <small>Gary Williams for L. Zentner</small>
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration (required for all grant applications)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt	6/13/19	
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.



Kate Brown, Governor

435 Commercial St. NE, Suite 400
P.O. Box 14145
Salem, OR 97309-5065
(503) 378-8587
Fax (503) 378-4597



June 5, 2019

Rick Gruen, Parks Manager
Clackamas County
150 Beavercreek Rd.
Oregon City, OR 97045

Re: FY20 Maintenance Assistance Program (MAP) grant

Dear Mr. Gruen;

Clackamas County has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds may be used only for supplemental routine maintenance expenses at improved public boating facilities from July 1, 2019 through June 30, 2020. The grant requires a minimum 40% local matching funds.

To accept the MAP grant award you must formally agree to participate in this voluntary program. Your signature on the attached agreement certifies that you agree to comply with program rules. At the end of the year, you must also provide a report detailing your maintenance expenses from both local funds and grant funds.

If you choose to accept the grant award and participate in MAP for FY20, you must sign the attached MAP Allocation Certification Agreement and return it by August 1, 2019.

Thank you for your continued support of Oregon boaters. Please contact me at douglas.baer@oregon.gov or 503-378-2603 if you have any questions.

Sincerely,



Douglas Baer
Environmental Grant Coordinator

Encl.: MAP Allocation Certification Agreement



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement with North Clackamas Parks and Recreation District

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with the North Clackamas Parks and Recreation District (NCPRD) for the lease of dark fiber.
Dollar Amount and Fiscal Impact	NCPRD will pay a recurring lease fee of \$12,240.00 annually for the new connections.
Funding Source	No funds required, all dark fiber cables currently exists.
Duration	Effective upon signature by the board the SLA is a one year contract that automatically renews for an additional year.
Previous Board Action	Board has previously approved similar SLA's with Water Environmental Services (WES).
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is requesting a new SLA with the North Clackamas Parks and Recreation District for the lease of dark fiber. The fiber already exists to all of the buildings and this will allow NCPRD to place electronics on the dark fiber and begin communications.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber agreement with the North Clackamas Parks and Recreation District. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

North Clackamas Parks and Recreation District

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to North Clackamas Parks and Recreation District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; and test and certify appropriate Fiber performance at each Customer location. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR

EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if either party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either Party is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either the County or the Customer may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- c. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Scott Archer
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
info@ncprd.com

with a copy to

Kevin Cayson
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
KevinC@ncprd.com

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

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

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

North Clackamas Parks and Recreation District
(Customer Name)

By (signature): _____

Name (print): Laura Zentner

Title: Business & Community Services Director

Date: _____

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, OR 97015	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, OR 97015	Construction	\$0.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

July 11, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the State of Oregon Acting by and through its Oregon Department of Education, Youth Development Division for the Community Diversion Program

Purpose/Outcomes	This IGA between the State of Oregon, by and through the Oregon Department of Education Youth Development Division, and Clackamas County for Juvenile Crime Prevention Funding
Dollar Amount and Fiscal Impact	The maximum contract value is \$452,840.00
Funding Source	State of Oregon
Duration	Effective July 1, 2019 through June 30, 2021
Previous Board Action	IGA for 2017-19 signed by the Board on 11/22/17 Agenda Item E.1
Strategic Plan Alignment	1. Provide intervention, accountability and support services to youth referred to the Department so they can stop committing offenses, understand the impact of their actions, repair harm and make positive change. 2. Ensure safe, healthy and secure communities.
Counsel Review	Approved 7/3/19
Contact Person	Ed Jones, Administrative Services Manager – 503-650-3169
Contract No.	11086

BACKGROUND:

Attached is an Intergovernmental Agreement provided by the State of Oregon, through the Oregon Department of Education Youth Development Division to the County to provide funds for Community Diversion Program Services. Low risk/Low level first-time offenders are sent to Community Diversion Programs within their city of residence. This allows the youth to be held accountable in his/her community, and to give back. Community Diversion Programs are an important first step in our continuum of service levels holding youth accountable for their behavior.

RECOMMENDATION:

Staff recommends the Board approval to apply for the renewal of the attached Intergovernmental Agreement

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

Amendment No. 1 to Intergovernmental Agreement No. 11086

This is Amendment No. 1 to Intergovernmental Agreement No. 11086, effective **July 1, 2017**, as amended from time to time (the "Agreement"), between the State of Oregon, acting by and through its **Oregon Department of Education, Youth Development Division** ("Agency") and **Clackamas County** ("County"). This Amendment is effective on **July 1, 2019** ("Amendment Effective Date").

The Agreement is amended as follows (new language is indicated by underlining and bold and deleted language is indicated by ~~strikethrough~~):

1. **Section 6** of the Agreement is hereby amended as follows:

SECTION 6: COMPENSATION AND PAYMENT TERMS

EXPENSE REIMBURSEMENT SUBJECT TO A CAP

Agency shall reimburse County, up to but not in excess of **\$864,512.00 consisting of an amount not to exceed \$411,672.00 from July 1, 2017 through June 30, 2019, and an amount not to exceed \$452,840.00 for July 1, 2019 through June 30, 2021**, for all expenses reasonably and necessarily incurred in performing the work and delivering the deliverables required of County under this Agreement. Payment will be made quarterly, for work performed

2. **Section 19** of the Agreement is hereby amended as follows:

Except as provided expressly in this Agreement, [The] the terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

3. **Exhibit B, section III.1, Plan**, is hereby amended as follows:

a. Plan Implementation

County shall implement, or through Providers, shall require to be implemented, the JCP Services and JCP Basic Services portions of the Plan. The County has developed or agrees to develop the JCP Services, JCP Basic Services and Diversion Services portions of the Plan according to guidelines provided by Agency. **County shall submit to Agency for Agency's review and approval a new Plan for each legislative biennium. Until the Plan for a new legislative biennium has been approved by the Agency and is on file with the Agency, the Plan for the prior legislative biennium shall remain in effect and County shall continue to provide Services under that Plan; once the Plan for a new legislative biennium has been approved by Agency and is on file with Agency, that Plan shall replace the Plan for the prior legislative biennium and be incorporated into and be a part of this Agreement without any further action on the part of the parties.**

b. Amendment to Plan

County may request amendment of the Plan by notifying Agency in writing thirty (30) days prior to the submission of such proposed amendment. All amendments to the Plan shall be in a format prescribed by Agency. County must obtain approvals for an amendment that makes any significant change in the Plan. A significant change in the Plan includes but is not limited to any funding change in the categories of services outlined in the Plan. For the purposes of this Section 1.b, Juvenile Crime Prevention Services, Basic Services, and Diversion Services are deemed separate funding sources. County shall follow the following requirements if it desires to change the Plan:

- (i) The Plan cannot be amended to change allocations between Juvenile Crime Prevention Services and Basic Services/Diversion Services.

- (ii) Changes to the JCP budget in the Plan aggregating 10% or greater of the total budget for any of the funding sources must be reviewed and approved by the Agency in writing, prior to the changes taking effect.
- (iii) County shall submit written notification to Agency for any changes to the JCP budget in the Plan aggregating less than 10% of the total budget for any of the funding sources. This notification will be reviewed by Agency. The Agency reserves the right to require that the County notification be reviewed by the YDC for approval prior to the changes taking effect.
- (iv) All amendments to the Plan which comply with this Section shall be on file with Agency and shall become a part of the Plan and this Agreement from its effective date without the necessity of executing a formal amendment to this Agreement. For purposes of this Section, the effective date of a Plan amendment is the date the Plan amendment is approved or notification is received by the Agency.
- (v) In the event Agency increases or decreases the amount of funding in this Agreement pursuant to Exhibit E in an amount aggregating 10% or greater of the total budget for JCP Services, County may amend the Plan in response to the funding change, but only in a manner that is consistent with state law and rules. Such Plan amendment shall be effective no sooner than the effective date of the funding change. No later than five (5) days from its effective date, County must send any Plan amendment to Agency, who must review the amendment within thirty (30) days of its effective date. The Plan must be approved as presented or as agreed upon by the parties no later than sixty (30) days from the effective date.

4. The **table in Exhibit C Award** of the Agreement is hereby amended as follows:

<u>FUNDING YEARS</u>	FUNDING AREA	GENERAL FUND	FEDERAL FUNDS	CFDA NUMBER
<u>2017-2019</u>	[2.] JCP Prevention	\$411,672.00		
<u>2019-2021</u>	<u>JCP Prevention</u>	<u>\$452,840.00</u>		

Clackamas County

By: _____

Date: _____

Authorized Signature

Jim Bernard / Chair

Printed Name/ Title

FEID: _____

STATE OF OREGON, acting by and through its Oregon Department of Education

By: _____

Date: _____

Authorized Signature/ Title

Approved for Legal Sufficiency

By: Jake J. Hogue by email, Assistant Attorney General

Date: 06/26/2019

Name/ Title



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

July 11th, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 4 to the Intergovernmental Agreement No. 931488
with Metro for Litter Pick-up near the Metro South Transfer Station**

Purpose/Outcomes	Extend an existing IGA between Metro and Clackamas County through the Juvenile Department for litter pick-up near the Metro South Transfer Station.
Dollar Amount and Fiscal Impact	The value of Amendment No. 4 is \$160,000.00 These additional funds will increase the maximum value of the IGA to \$303,000.00.
Funding Source	Metro
Duration	Effective July 1, 2019 to June 30, 2021
Previous Board Action	The initial IGA received Board approval on January 17, 2013. Amendments No. 1, 2 and 3 were approved by the Board June 5, 2014, June 11, 2015 and June 29 2017, respectively.
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	Approved 7/2/19
Contact Person	Ed Jones, Administrative Services Manager – 503-650-3169
IGA No.	Metro contract No. 931488 (IGA)

BACKGROUND:

Metro and Clackamas County, through the Department of Transportation and Development (DTD), entered into a contractual relationship in January of 2013, regarding litter pick-up on roads and sections of I-205 near the Metro South Transfer Station, located at 2001 Washington Street, in Oregon City. DTD provided and supervised work crews for litter pick-up until the IGA was transferred to the County’s Juvenile Department on January 1, 2014.

The Juvenile Department provides work crews through its Project Payback Next Step program. The program supports youth in the development of work readiness skills and vocational exploration. The crew also provides an opportunity for youth to earn money to pay the restitution

owed to their victims. The service provided by the youth work crews contribute to a safe and healthy community.

RECOMMENDATION:

Staff recommends the Board approval of this amendment.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at
503-655-8788

Amendment



AMENDMENT NO. 04

CONTRACT NO. 931488

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County, "County."

This amendment is a change order to the original Scope of Work as follows:

The purpose of this amendment is to continue the services for an additional two years, amend the scope and payment provisions.

The contract expiration date is extended from July 1, 2019 to Jun 30, 2021 .

The revised scope of work/ Attachment A is:

1. County shall collect litter from roadsides along: 3.5 miles of I-205 from the Oregon City exit north to the Clackamas exit; 1.0 mile of Washington Street from the Abernethy Road intersection north to the Agnes Street intersection on the north side of I-205; 0.5 miles of Clackamas River Drive from its intersection with Washington Street, north to a point one-half mile distant; and both sides of Oregon City Bypass for a distance of 1.0 mile from the intersection of Washington Street and Oregon City Bypass. Metro shall provide the County detailed maps showing the area(s) where litter can be collected.
2. County shall collect litter approximately once every seven (7) days on a date agreed to by both parties in advance. Saturdays shall be the preferred day of the week.
3. County shall fill litterbags, collect them and bring them to Metro South for disposal. Metro will cover disposal costs and reimburse the County for the cost of litterbags utilized for this contract.
4. Workers shall be courteous to the public, not obstruct traffic, and shall in all ways conduct themselves in a manner properly representative of Metro and County.
5. County shall supply all labor and supervision. Supervisors shall be trained and experienced in managing each work crew. Approximately four to six workers shall be provided per crew. Two crews should be used when possible. County may outsource supervision. Labor shall be provided as set forth in paragraph 14, below.
6. County shall be paid a stipend of \$50.00 per youth for each worker working a full shift (shift defined as 6 hours) on the crew, and vocational education and training (not to exceed 8 hours per month, per youth).
7. County shall be paid an hourly wage of \$22.28 for the Crew Leader and \$17.71 for the Assistant Crew Leader. Hourly wage is accumulated in crew preparation and conclusion (not to exceed 2 hours per day, per Crew Leader), when the collection crews are working (not to exceed 6 hours per day, per Crew Leader), and in vocational education and training activities (not to exceed 8 hours per month, per Crew Leader).
8. County shall be paid for 1.5 hours per week at \$94.00 per hour for program administration, not to exceed \$7,332.00 per year.
9. County shall be reimbursed for work crew vehicle rental costs at \$94.00 per workday for

Amendment



AMENDMENT NO. 04

CONTRACT NO. 931488

one vehicle, not to exceed \$4,888.00 per year. Should per day mileage exceed 34.5 miles, then County shall be reimburse additional mileage at the current IRS mileage reimbursement rate per mile, not to exceed \$1,041.00

- 10. Metro shall reimburse County for replacement traffic control signs and grapplers (litter sticks) that are worn out or damaged during the performance of duties under this Agreement.

Contractor shall ensure that the current Certificate of Insurance on file with Metro covers this time extension.

Metro shall pay Contractor for services performed and materials delivered under this amendment in the amount not to exceed ONE HUNDRED AND SIXTY THOUSAND AND XX/100THS DOLLARS (\$160,000), for a total contract amount not to exceed THREE HUNDRED THREE THOUSAND AND 00/100THS DOLLARS (\$303,000.00).

County's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and Contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon receipt of Contractor invoice.

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

Clackamas County

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
 2121 KAEN ROAD | OREGON CITY, OR 97045

July 11th, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Clackamas Education Service District (ESD) to Provide Education and Vocational Opportunities for At-Risk Youth

Purpose/Outcomes	Clackamas ESD will contribute funding towards the cost of an employee of the Clackamas County Juvenile Department (CCJD) to provide services through the Youth Workforce Innovation and Opportunity Act (WIOA) to at least 32 youth.
Dollar Amount and Fiscal Impact	Clackamas ESD will provide funding in the sum of \$43,000 through June 30, 2020. General funds dollars will fund the balance of the CCJD staff position.
Funding Source	Clackamas Education Service District
Duration	Effective through June 30, 2020.
Previous Board Action	IGA for 2016-17 fiscal year: June 29, 2016; Agenda Item G.2. and IGA for 2017-18 fiscal year: June 22, 2017; Agenda Item E.1. IGA for 2018-19 fiscal year: June 12, 2018; Agenda Item E.2.
Strategic Plan Alignment	1. Provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community. 2. Ensure safe, healthy and secure communities.
Counsel Review	Approved 7/3/19
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169

BACKGROUND:

For the past seven years the Clackamas County Juvenile Department (CCJD), Oregon Youth Authority, and Clackamas ESD have worked cooperatively to fund a staff position and flexible funding for youth which provides educational and vocational opportunities. For the 2019-20 fiscal year Clackamas ESD and the CCJD are requesting to enter into an Intergovernmental Agreement describing the services to be provided and the funding being contributed towards the full-time position.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at
503-655-8788

**Intergovernmental Agreement
Clackamas ESD/ Clackamas County Juvenile Department
Youth Workforce Innovation and Opportunity Act (WIOA) Services**

THIS AGREEMENT, made and entered into this 1st day of July, 2019, by and between the CLACKAMAS EDUCATION SERVICE DISTRICT, hereinafter referred to as "CESD," and Clackamas County Juvenile Department hereinafter referred to as the "Partner Program." As used in this Agreement, CESD is defined as the agency whose responsibility is the planning, coordination, and support of comprehensive workforce development services for WIOA eligible youth in Clackamas County, under the Workforce Innovation and Opportunity Act (WIOA). The Partner Program is defined as the setting in which the workforce development services are implemented and delivered.

WHEREAS, both parties deem it advantageous to provide a workforce development program for youth who may be identified as at-risk or experiencing barriers to education and/or employment, and who can be most appropriately served in a Partner Program setting. The parties agree to meet the Federal Workforce Innovation and Opportunity Act (WIOA) requirements and Performance Standards, CESD and the C-TEC Youth Services program requirements.

The Partner Program will receive a total of \$43,000 to provide the outlined services for a consistent caseload size of 32 youth. Caseload size includes both active and follow-up youth. As youth fully exit services, Partner Program has 45 days to enroll a new participant. The caseload will reflect at least 85% Out-of-School Youth.

I. CESD shall be responsible for the following:

A. Program Coordination

1. Ensure that C-TEC Youth Services meet all WIOA requirements.
2. Align program services with the Region 15 workforce development system.
3. Assist in the development of education, training, and employment opportunities for enrolled youth if not readily available in the community.
4. Work collaboratively with community organizations to provide opportunities for youth participants.
5. Provide regular Partner Program meetings for coordination of services and training.

B. Training

1. Provide training and technical support for Partner Program staff regarding C-TEC Youth Services' (WIOA) requirements, processes, and procedures.
2. Provide the C-TEC Youth Services Handbook, program forms, and materials that meet program requirements.

C. Partner Support

1. Provide technical support related to WIOA.
2. Verify WIOA youth eligibility.
3. Input application and registration materials into i-Trac Information Management System (State data management system).
4. Monitor records and services regularly to support the success of the Partner Program.
5. Provide quarterly performance reports for the C-TEC Youth Services program.

D. Invoices and Payments

1. Provide an invoice template to use for monthly invoicing.
2. Issue payments within 30 days of receiving invoices.

II. The Partner Program shall be responsible for the following:

A. Staffing

1. Identify one grant administrator, as well as one direct service staff to act as the liaisons to CESD.
2. Employ staff that have demonstrated success in working with at-risk youth populations and are familiar with education and employment services. Include CESD in the interview and selection process to identify mutually agreed upon staff to work under this agreement.
3. Ensure that staff performs duties solely for the benefit of WIOA eligible youth when employed under WIOA funding.
4. Direct service staff to participate in Diversity, Equity, and Inclusion training opportunities through Partner Program, CESD, or other community organizations.

B. Outreach, Recruitment, Eligibility Determination, and Enrollment of Youth

1. Establish methods for outreach, recruitment, and referrals within your community.
2. Screen youth for eligibility, and advise youth on how to obtain required eligibility documents.
3. Conduct CASAS math and reading assessments for Out-of-School youth as appropriate.

4. Provide eligibility and enrollment documents to CESD for verification of eligibility and data entry.
5. Maintain a consistent caseload size of 32 youth. Caseload size includes both active and follow-up youth. As youth fully exit services, Partner Program has 45 days to enroll a new participant.
6. At least 60% of the caseload or 19 participants must be in active status at all times.
7. Provide participants a copy of the C-TEC Youth Services *Applicant's Rights and Responsibilities* form at the time of eligibility determination. The *Applicant's Rights and Responsibilities* form and the C-TEC Youth Services Handbook outline the procedure for filing a grievance. Partner Program staff shall be familiar with and act in accordance with the procedures.

C. Youth Services

1. Ensure that the 14 WIOA required program elements are available to enrolled participants: adult mentoring of 12 months or more; alternative secondary school offerings or dropout recovery services; comprehensive guidance and counseling including drug and alcohol abuse counseling; supportive services; tutoring, study skills training, and dropout prevention; paid and unpaid work experiences; occupational skills training; education offered concurrently with and in the same context as workforce preparation activities; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information; activities that help youth prepare for transitions to post-secondary education and training; leadership development opportunities; and follow-up services. See C-TEC Youth Services Handbook for complete definitions.
2. Develop Individual Service Plans (ISPs) with each youth, and update at least quarterly or more frequently as needed
3. Conduct objective assessments with youth to determine appropriate services
4. Conduct CASAS assessments a minimum of every 5 months for Out-of-School youth that are basic skills deficient.
5. Provide a minimum of one (1) WIOA service to each youth, every 30 days while in active service, with more frequent contact/services as appropriate. Be in direct communication with youth at least once every 30 days. Youth participants in active status that do not receive any service for 90 days must be moved to follow-up services status.
6. Provide a minimum of one (1) WIOA service to each youth, every 90 days while in follow-up services status and more frequent contact and services as appropriate. Be in direct communication with youth at least once every 30 days.
7. Spend at least 15% of WIOA staff time on work experience related activities, such as: helping participants prepare for internships, job shadows, and pre-apprenticeship programs; assisting participants to access career exploration opportunities; promoting work experience and career exploration.
8. Assist youth in working to achieve their education and employment goals, as documented in the ISP.
9. Provide information to all enrolled participants of C-TEC sponsored activities, and assist youth to participate. This includes referring youth through the designated process, and assisting with transportation, childcare, or removal of other barriers that may deter participation.
10. Use the i-Trac Management Information System (internet based tool) to document youth goals, progress, and case notes, with updates made within 5 days of activity. Maintain a hard copy and electronic case file for each participant detailing the service history, in active and follow-up services. Detail shall identify each participant activity by major WIOA component, document receipt of a service or partner service every 90 days or closure of the file. Additionally, information must be maintained in sufficient detail to support the expenditure of funds per program requirements.
11. Assist all youth to work towards obtaining the National Career Readiness Certificate (NCRC), **with at least 10% of youth on the caseload achieving this certification.**
12. Provide a method for staff to make allowable support service purchases to meet youth needs in a timely manner. This may include emergent needs, or purchases that require a credit card, cash, or check.
13. Be knowledgeable of community resources and assist youth to access resources and navigate systems to meet their needs.
14. Follow program policies and procedures as outlined in the C-TEC Youth Services Handbook.

D. Performance Measures

1. Meet performance standards at the benchmark level each program year and not below 80% of benchmark to be considered for renewed funding for the subsequent year.
2. Placement in Employment/Education in the 2nd Quarter After Exit (62%): the percentage of participants who are in education or training activities, or in unsubsidized employment during the second quarter after the exit quarter.
3. Placement in Employment/Education in the 4th Quarter After Exit (59%): the percentage of participants who are in education or training activities, or in unsubsidized employment during the fourth quarter after the exit quarter.
4. Credential Attainment Rate (65%): the percentage of participants enrolled in an education or training program who attained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent, during participation or within one year after exit from the program.
5. Measurable Skills Gain (43%): percentage of participants who, during a program year, are in an education or training program and who are achieving measurable skills gains as defined by WIOA.

E. C-TEC Youth Services Team Meetings

1. Require direct service staff to participate in C-TEC Youth Services Team meetings on a regular basis.
2. Grant administrator to participate in annual C-TEC Youth Services Partner Coordination meeting.

III. Liability and Insurance Coverage Required:

The Partner Program shall provide insurance coverage at its own expense for the required level of insurance as specified in this section. All insurance carried by the Partner Program must be primary to and non-contributory with any insurance, including any self-insurance. Partner Program shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Partner Program agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits without thirty (30) days advance written notice from the Partner Program to CESD.

If the insurance is canceled or terminated prior to completion of the Agreement, Partner Program shall purchase new policy and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance as defined in this section. In the event the Partner Program fails to keep in effect at all times the specified insurance coverage, CESD may terminate this Agreement, subject to the provisions of this Agreement. It is agreed to the extent permitted by law that Clackamas County's self-insurance shall meet the obligations set forth under this Agreement, Section III.

A. General Liability Insurance

Partner Program must carry a Commercial General Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Clackamas Workforce Partnership, Clackamas County and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program's performance under this Agreement. The general liability insurance shall provide contractual liability coverage for the indemnity required under this contract.

B. Motor Vehicle Liability Insurance Partner Program must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage for Partner Program's vehicles, whether owned, hired, or non-owned, which includes coverage for CESD and their respective officers, agents, and employees.

C. Professional Liability Errors and Omissions Insurance Partner Program shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

D. Workers' Compensation Insurance The Partner Program must carry Workers' Compensation Insurance in compliance with ORS 656 covering all its employees as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000. If the Partner Program pays wages directly to C-TEC Youth Service's trainees under this Agreement, the Partner Program must also carry Workers' Compensation Insurance in compliance with ORS 656 covering any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CESD for the Partner Program or for the Partner Program's employees and subcontractors.

E. Bonding The Partner Program shall carry an Employee Fidelity Bond on every officer, director, agent, or

employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. Bond shall be in the amount of at least \$100,000. The bond shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

- F. **Property and Equipment** All property and equipment purchased by Partner Program with funds received under this Agreement, or purchased on behalf of Partner Program for the program site(s) covered under this Agreement, shall be insured by Partner Program at replacement value against fire, theft, and destruction equal to the full replacement cost.
- G. **Certificates of Insurance** As evidence of the insurance coverage required by this Agreement, the Partner Program shall furnish acceptable insurance certificates to CESD at the time, or prior to the time, Partner Program executes this Agreement. Partner Program shall name CESD, Clackamas Workforce Partnership, Clackamas County and each of their respective officers, agents, and employees as additional insured with respect to the Partner Program's services to be provided under this Agreement. Insuring companies or entities are subject to CESD acceptance. If requested, complete copies of the insurance policy shall be provided to CESD.
- H. **Subcontractor Insurance** Partner Program shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Partner Program under this agreement, unless this requirement is expressly modified or waived by CESD in writing.
- I. **Sexual/Physical Abuse/Molestation Insurance** Partner Program must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate, which protects the Awarding Agency, Pass-Through Entity (if applicable), CESD, Clackamas Workforce Partnership, and each of their respective officers, agents, and employees from claims for damages arising in whole or in part out of Partner Program 's performance under this Agreement.
- J. To the extent permitted by the Oregon Constitution, Article XI, Sections 7 and 10, and to the extent permitted by the Oregon Tort Claims Act or provided for in private insurance contracts, Partner Program agrees to indemnify, defend, and hold CESD or Clackamas Workforce Partnership, harmless from all damages, losses, and expenses including (but not limited to) attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the other party's negligence in the performance of or failure to perform under this contract. Either party to this contract shall not be required to indemnify or defend the other party for any liability arising out of wrongful acts of its own officers, employees, or agents. (Indemnity Clause PL 105-220 Sec. 184; 20 CFR Subpart G.)
- K. **Additional Insured Clause:** The liability insurance coverage required for the performance of this Agreement shall be endorsed to name Clackamas Education Service District as additional insured with respect to the activities performed under this Agreement.
- L. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Partner Program's responsibility for payment of damages resulting from Partner Program's operation under this contract.

IV. Payments, Invoices and Program Costs

- A. The monthly invoice submitted by the Program Partner will be paid within 30 days of receipt. These funds may only be expended between July 1, 2019 and June 30, 2020. An invoice spreadsheet will be provided to the Partner Program. The Partner Program will submit the invoice to the C-TEC Coordinator, by the 8th of each month for the prior month's expenses. The Partner Program may add accruals to their invoice of actual and allocable costs incurred, but not yet paid. **Catalog of Federal Domestic Assistance (CFDA) Number: 17.259**
- B. Funding paid to the Partner Program is acquired through the WIOA grant. Therefore, all money must be used in the implementation of the grant, for WIOA eligible youth. This includes, but is not limited to staff pay, materials and supplies, support services, transportation, and expenses derived from implementing WIOA youth services.
- C. At least 5% of the funds must be budgeted for youth support services, to eliminate financial barriers experienced by participants. Support service costs may only be used when no other resources are available, and must follow the guidance provided in the C-TEC Youth Services Handbook.
- D. All funding is based on cost reimbursement. Only allocable and allowable costs paid out by the Partner Program, which are based on benefits received and associated with the activities and services described, will be reimbursed.
- E. Any act or omission by Partner Program which results in repayment of funds to the funding source will be the responsibility of Partner Program. Partner Program agrees to repay such funds.
- F. In the event the program generates any program income, the Partner Program shall report to CESD, the program income as a separate line item, by cost category, on the month following accrual. Program income is defined as

"income received by the recipient or sub recipient directly generated by a grant or sub grant supported activity, or earned only as a result of the grant or sub grant". Such income is to be applied against the costs of the project.

- G. Unless otherwise specified, ownership and title of all non-expendable personal property and equipment purchased with WIOA funds is vested in the U.S. Department of Labor and/or State of Oregon. The CESD may take possession of all such equipment and property at any time during or upon termination of this Agreement. All such property purchased under this Agreement shall be returned to the CESD within thirty (30) days after the Agreement has terminated.
- H. Any funds provided under this Agreement that remain unused at the end of the fiscal year or at Agreement end are not be obligated under this contract and will be returned to the CESD.
- I. Partner Program must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CESD policies and procedures.

V. Records Control

- A. The Partner Program will **establish, maintain, and safeguard all participant files, records, project records, and documents**. The Partner Program will ensure confidentiality of participant information as provided in State law and administrative rules. Records must be sufficient to justify all payments claimed and paid under this contract, and be compliance with C-TEC Youth Services Program Handbook. Federal record retention requirements applicable to this agreement are found at 2 CFR 200.333-337. The Program Partner shall retain all financial and other required records and supporting documents according to these requirements.
- B. **Social Security Number Use** Partner Program will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. Partner Program will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, Partner Program will take steps to protect the document from unauthorized disclosure. Partner Program will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by State or Federal law. Partner Program may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No Partner Program will publicly post or display a document containing a full SSN.
- C. **Data and Record Security** Partner Program must develop, implement and maintain reasonable safeguards to protect the security and confidentiality of participant personal information. Employees of Partner Program with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. Partner Program must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. Partner Program will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.
- D. **Limitation of Public Access to Records** If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "**Release of Information**" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.
- E. **Breach Notification** Any Partner Program who becomes aware of any **potential breach of a document or electronic file** containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of a electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.
- F. In the event the **Partner Program is unable to keep their records**, the Partner Program will notify the CESD who will take custody and be responsible for the maintenance and retention of the records.
- G. The Partner Program shall provide to the CESD upon request, sufficient staff time necessary to aid in the performance

of contract related (a) project research, (b) project evaluation, (c) project monitoring, and (d) completion of project fiscal review and audits.

- H. **Disposal of Records** No records addressed in this Agreement will be disposed of without instruction from or approval of CESD. CESD will provide instructions and timelines for disposing of records.

VI. Responsibility for WIOA Cost Reduction/Coordination with Other Funding Sources

- A. For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other Federal, State, or local programs in order to ensure that these federal funds are in addition to funds otherwise available

VII. Communications

- A. **Funding Acknowledgement** Whenever written, magnetic media, electronic, or verbal information related to the services provided pursuant to this Agreement is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the Partner Program shall acknowledge and name the Clackamas Workforce Partnership (CWP) and CESD as the sponsoring agencies for the services provided through this Agreement.
- B. All advertisements or recruitment materials must receive prior approval from C-TEC Youth Services and contain the following language: "An Equal Opportunity Employer/Program" and "auxiliary aids and services are available upon request to individuals with disabilities" in English **and Spanish**.
- C. **Patents and Copyrights** Partner Program must comply with the standards in 2 CFR Part 200 for the development, licensing, distribution, and use of product(s) and materials developed with this contract.

VIII. Nondiscrimination and Equal Opportunity Provisions

- A. The Partner Program assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act (WIOA), all Federal, State, and local laws, regulations, executive orders, and ordinances regarding nondiscrimination and equal opportunity provisions including the Nontraditional Employment for Women Act of 1991; Title VI and VII of the Civil Rights Act of 1964, as amended; section 503 and 504 of the Rehabilitation Act of 1973, as amended; Americans with Disabilities Act of 1990, as amended; Section 188 of the Workforce Investment Act; the Age Discrimination in Employment Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended; Sections 523 and 527 of the Public Health Service Act of 1912, as amended; Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42U.S.C. §§1320d et seq.); Title VIII of the Civil Rights Act of 1968, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR, Part 33 and 37. The United States has the right to seek judicial enforcement of this assurance. Partner Program will not exclude from participation, discriminate against, nor deny employment or services to any person including participant on the grounds of race, color, religion, sex, national origin, marital status, youth offender, age (except as provided by WIOA regulations), disability, citizenship, sexual orientation or perceived sexual orientation, gender identity, political affiliation or belief, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship or participation in the program funded under this Agreement.
- B. Partner Program expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60. Further, the Partner Program shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such. Partner Program will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the Partner Program may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

IX. Compliance

- A. **Compliance with Applicable Law** the Partner Program will comply with the Workforce Innovation and Opportunity Act (WIOA) as amended and all subsequent amendments thereto and all implementing regulations.

- B. The Partner Program agrees to comply with all applicable Oregon State and Clackamas County laws, rules and regulations, as well as State, Clackamas Workforce Partnership policies, and CESD procedures, and regulations.
- C. ***Veteran's Priority Provisions*** Partner Program agrees to comply with Veteran's Priority Provisions. The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing the priority of service can be found at 20 CFR 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available at <http://wdr.doleta.gov/directives>.
- D. ***Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities*** No funds under this agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage. These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying. The Partner Program agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.
- E. ***Maintenance of Effort*** No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.
- F. ***Fraud Notification Requirements*** Partner Program must comply with CWP's requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. Program Partner will conform to CWP's established policies and procedures for reporting and resolution.
- G. This Agreement, its Exhibits, Attachments, Endorsements, Changes, or References incorporated is authorized under the federal Workforce Innovation and Opportunity Act. The Partner Program understands and agrees that modifications to this agreement will be necessary throughout the Agreement period as federal, state or local laws, rules, regulations or local ordinances necessitate change under this implementation. The Partner Program is notified that such changes shall be bilaterally agreed upon or unilateral, as necessary (Public Law 105-220.)
- H. ***Additionally the following special terms apply to this Agreement:***
- (i) ***Nepotism***. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
- (ii) ***Code of Conduct*** Partner Program shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by these funds if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 23 Nepotism) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.
- The officers, employees, and agents of the Partner Program shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Partner Program may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Partner Program. No officer, employee or agent, any

member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

- (iii) **Governing Law, Venue, Consent to Jurisdiction** This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract 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. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the jurisdiction of said courts.

- (iv) **Prohibited activities:** WIOA funds must not be spent on: (1) The wages of incumbent employees during their training if funded by WIOA; (2) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special Federal disaster relief assistance grant; (3) Expenses prohibited under any other Federal, State or local law or regulation, including foreign travel. (4) Drug testing except to facilitate the hiring process. (5) General economic development and related employment generating activities (6) Investment in revolving loan funds. (7) Investment in contract bidding Resource Centers. (8) Capitalization of businesses. (9) Business relocation services (10) Construction, purchase, and renovation of real property. (11) Employment or training of participants in sectarian activities.
- (v) **Employee displacement prohibitions** (a) A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. (b) A program or activity authorized under title I of WIOA must not impair existing contracts for services or collective bargaining agreements. When a program or activity would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (c) A participant in a program or activity may not be employed in or assigned to a job if: (1) Any other individual is on layoff from the same or any substantially equivalent job; (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers. Partner Program certifies that this Agreement does not violate any collective bargaining agreements to which it is a party.
- (vi) WIOA funds shall only be used for activities that are in addition to those that would otherwise be available in the local area in the absence of such funds.
- (vii) **Charging of Fees to Participants** No person or organization may charge a fee to any individual for referral to or placement in training or employment programs

X. Certification Regarding Lobbying 31 U.S.C. Sec. 1352

- A. The Partner Program certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Partner Program, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement or any other award covered by 31 U.S.C. Sec. 1352.
- 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 contract, grant, loan, or cooperative agreement, the Partner Program shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Partner Program require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XI. Assurances

- A. The Partner Program through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /Agreement award and at all times while this Agreement is in effect, it comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: the Title IB of the Workforce Innovation and Opportunity Act of 1998 (PL 105-220 29 USC Sec 2801 et seq) and corresponding WIOA Regulations (20 CFR 660.300) OMB Circulars A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.
- B. By signing this agreement, the authorized representative assures and certifies that it:
1. **Financial Capability** Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the projects, grants and programs covered by this Agreement.
 2. **Generally Accepted Accounting System** Will establish a proper accounting system in accordance with Generally Accepted Accounting Principles (GAAP) and CWP policies and procedures.
 3. Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the Partner Program including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs to this Agreement. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.
 4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.
 5. **Conflict of Interest** 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. Every reasonable course of action shall be taken by the Partner Program in order to maintain the integrity of this expenditure of CESD's funds and to avoid any favoritism or questionable or improper conduct.
 6. **Complete the Work** Shall initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
 7. **Political Activities** Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the Partner Program agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing Federal financial transactions. Partner Program shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any Partner Program staff or agent, related to any activity designed to influence legislation or appropriations pending before the Congress.
 8. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.

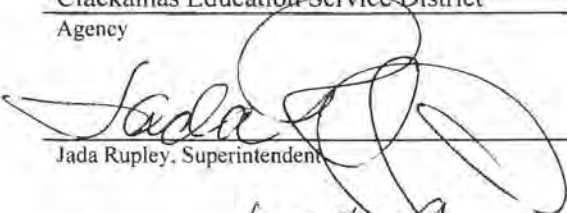
9. **Debarment and Suspension** As required by Executive Orders 12549 and 12689 and 2 CFR.200.212 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:
- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - 2) Have within a three-year period preceding this proposal been convicted 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;
 - 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
 - 4) Have within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
10. **Discrimination** Will comply with all Federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to this Agreement.
11. **Audits** Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

This Agreement shall continue in effect until June 30, 2020, unless cancelled by one of the parties giving thirty (30) days written notice of intent to cancel to the other. Notice of cancellation shall be sent to the contact person described herein. This intergovernmental agreement may be amended if mutually agreed upon, in writing, by both parties.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the date written above.

Clackamas Education Service District
Agency

Clackamas County
Partner Program


Jada Rupley, Superintendent

Board of County Commissioners

Date: 6.28.19

Date: _____

Clackamas County Juvenile Department
Partner Program

Christina L. McMahan, Director

Date: _____



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Jenna Morrison
 Director

June 21, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community
Corrections and Clackamas River Water to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for Clackamas River Water.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$7,600 in revenue to support the Community Service program.
Funding Source	Clackamas River Water.
Duration	Effective once signed and terminates June 30, 2020.
Previous Board Action	New Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas River Water. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for one year, July 1, 2019 through June 30, 2020, and allows for three additional one-year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas River Water.

Respectfully submitted,

Malcolm McDonald, Director
 Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS RIVER WATER**

CRW Contract #
00200-07-2019

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and Clackamas River Water ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
 - A. The COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
 - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty-four (24) per work day.
 - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the Agency.
 - B. For Graffiti removal services COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
 - ii. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule;
 - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and AGENCY approved graffiti removal chemicals when necessary. (SDS available);
 - iv. Remedy requested work within ten (10) days of notification per code;
 - v. Take before and after photos for documentation and furnish to AGENCY upon completion;

- vi. Proactively notify AGENCY of any painted graffiti and address with consent from AGENCY.

3. Rights and Obligations of the AGENCY.

A. The AGENCY agrees to:

- i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
- ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.

B. For Graffiti removal services AGENCY agrees to:

- i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
- ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
- iii. When paint over is the identified best remedy, AGENCY will provide paint to COUNTY for an accurate color match;
- iv. AGENCY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.

4. Compensation.

- A. The Agency agrees to pay \$425 per crew per day for the services outlined in Section II. A.
- B. For Graffiti removal services outlined in section II.B above. Agency agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.
- C. Payments shall be made on the basis of requests for payment submitted as follows:
 - i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
 - ii. The Agency agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control, acting pursuant to the terms of this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based

upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control, acting pursuant to the terms of this Agreement.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
- A. Fred Weinberg, or their designee, will act as liaison for the County.

Contact Information:

Fred Weinberg
Clackamas County
Community Corrections
1024 Main St.
Oregon City, OR 97045
(503) 650-8929

Todd Heidgerken, or their designee, will act as liaison for the Agency.

Contact Information:

Todd Heidgerken
Clackamas River Water
PO Box 2439
Clackamas, OR 97015
(503) 722-9220

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be

brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or

written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

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

Clackamas County
Chair Jim Bernard
Commissioner Sonia Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Clackamas River Water
PO Box 2439
Clackamas, OR 97015
(503) 722-9220

Chair, Board of County Commissioners

Authorized Signature

Date




Hugh Kalani, CRW Board President

Recording Secretary

6/13/19

Date

Approved as to form



County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County
Community Corrections and City of Wilsonville to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the City of Wilsonville.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$80,000 in revenue to support the Community Service program.
Funding Source	City of Wilsonville.
Duration	Effective once signed and terminates June 30, 2020.
Previous Board Action	Annual Renewal
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of City of Wilsonville. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement will begin once fully executed through June 30, 2020. This serves as the second of two Agreement renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to City of Wilsonville.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

CITY OF WILSONVILLE AMENDMENT #2

Amendment and renewal of Intergovernmental Agreement between Clackamas County Community Corrections (COUNTY) and the City of Wilsonville (CITY) Dated June 29, 2017 for the provision of Community Service Work Crews.

This Amendment adds language to Compensation and Terms of Agreement.

AMEND:

III. Compensation

CHANGE TO ADD:

The City agrees to pay \$425 per day for the services outlined in Section II. B. The Agreement for services amount shall not exceed \$80,000 annually without additional written authorization.

VII. Term of Agreement

CHANGE TO ADD:

The contract term will be effective upon full execution and terminate June 30, 2020.

This Amendment, when signed by the City of Wilsonville and the Board of County Commissioners, on behalf of Clackamas County, will become part of the contract document dated June 29, 2017.

DATED this _____ day of _____, 201~~8~~⁹.

**CLACKAMAS COUNTY BOARD
OF COMMISSIONERS**

CITY OF WILSONVILLE

Chair

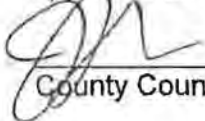

Authorized Signature

Recording Secretary

Bryan Cosgrove, City Manager
Printed Name/Title

6/6/19
Date

Approved as to form



County Counsel



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Jenna Morrison
 Director

June 21, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community Corrections and Business & Community Services- Fair Board to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for the Business & Community Services-Fair Board.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$6,800 in revenue to support the Community Service program.
Funding Source	Business & Community Services-Fair Board.
Duration	Effective once signed and terminates June 30, 2020.
Previous Board Action	New Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Business & Community Services-Fair Board. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for one year, July 1, 2019 through June 30, 2020, and allows for three additional one-year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Business & Community Services-Fair Board.

Respectfully submitted,

Malcolm McDonald, Director
 Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COUNTY FAIR BOARD**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and Clackamas County Fair Board ("Agency"), an Agency of Clackamas County, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
 - A. The COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
 - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty- four (24) per work day.
 - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the Agency.
 - B. For Graffiti removal services COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
 - ii. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule;
 - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and AGENCY approved graffiti removal chemicals when necessary. (SDS available);
 - iv. Remedy requested work within ten (10) days of notification per code;
 - v. Take before and after photos for documentation and furnish to AGENCY upon completion;

- vi. Proactively notify AGENCY of any painted graffiti and address with consent from AGENCY.
3. **Rights and Obligations of the AGENCY.**
- A. The AGENCY agrees to:
 - i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
 - ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.
 - B. For Graffiti removal services AGENCY agrees to:
 - i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
 - ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
 - iii. When paint over is the identified best remedy, AGENCY will provide paint to COUNTY for an accurate color match;
 - iv. AGENCY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.
4. **Compensation.**
- A. The Agency agrees to pay \$425 per crew per day, for the services outlined in Section II. A.
 - B. For Graffiti removal services outlined in section II.B above. Agency agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.
 - C. Total compensation not to exceed \$6,800 per year.
 - D. Payments shall be made on the basis of requests for payment submitted as follows:
 - i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
 - ii. The Agency agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.
5. **Representations and Warranties.**
- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful

acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
 - A. Fred Weinberg, or their designee, will act as liaison for the County.

Contact Information:

Fred Weinberg
Clackamas County
Community Corrections
1024 Main St.
Oregon City, OR 97045
(503) 650-8929

Laurie Bothwell, or their designee, will act as liaison for the Agency.

Contact Information:

Governmental Unit
Laurie Bothwell-Executive Director
Clackamas County Fairgrounds and Event Center
(503) 263-9208

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity,

governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained.

Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

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

Clackamas County

Chair Jim Bernard
Commissioner Sonia Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Governmental Unit

Clackamas County Fair Board
Laurie Bothwell-Executive Director
(503) 263-9208

Chair, Board of County Commissioners




Authorized Signature

Date

Laurie Bothwell, Executive Director
Printed Name/Title

Recording Secretary

6-12-19
Date

Approved as to form


County Counsel



Capt. Jenna Morrison
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

June 21, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County Community Corrections and Clackamas Community College to Provide Work Crew Services

Purpose/Outcomes	This IGA allows Community Corrections to provide offender work service crews for Clackamas Community College.
Dollar Amount and Fiscal Impact	The IGA will provide approximately \$9,600 in revenue to support the Community Service program.
Funding Source	Clackamas Community College.
Duration	Effective once signed and terminates June 30, 2020.
Previous Board Action	New Agreement
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense. 2. Alternative sentence saving money from jail beds not used.
Contact Person	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

BACKGROUND: Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Clackamas Community College. Crews consisting of a minimum of four offenders perform landscaping, cleanup, and graffiti removal for up to approximately six hours per day. Community Corrections provides a Corrections Officer to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$200 to \$425 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for one year, July 1, 2019 through June 30, 2020, and allows for three additional one-year renewals.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Clackamas Community College.

Respectfully submitted,

Malcolm McDonald, Director
Community Corrections

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COMMUNITY COLLEGE**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, by and through the Community Corrections Department, and Clackamas Community College ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2020, but may be renewed for three (3) additional one (1) year agreements upon written approval by both parties.
2. **Rights and Obligations of the County.**
 - A. The COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crews and perform work when safety and work flow allow.
 - ii. Provide a minimum of four (4) clients to perform general labor on a mutually agreed-upon schedule. Work crews will take (2) 15 minute breaks (non-billable) and (1) 30 minute lunch (non-billable) per County Policy. Total labor hours including mobilization will be a minimum of twenty-four (24) per work day.
 - iii. Provide all basic tools to perform assigned scope of work. Basic tools include: (Axes, Brooms, Chainsaws, Garden Rakes, Hand Saws, Hoes, Lawn Mowers, Leaf Blowers, Litter Pickers, Loppers, Machetes, Mattocks, Pitchforks, Pruning Shears, Shovels, String Trimmers, and Wheel Barrows.) If special tools are necessary, they shall be provided by the Agency.
 - B. For Graffiti removal services COUNTY agrees to:
 - i. Provide a Work Crew Supervisor to supervise the Work Crew and perform work when safety and work flow allow;
 - ii. Provide a minimum of two (2) clients to perform labor on mutually agreed schedule;
 - iii. Provide all necessary tools to perform scope of work; including pressure washer, buckets, brushes, and AGENCY approved graffiti removal chemicals when necessary. (SDS available);
 - iv. Remedy requested work within ten (10) days of notification per code;
 - v. Take before and after photos for documentation and furnish to AGENCY upon completion;

- vi. Proactively notify AGENCY of any painted graffiti and address with consent from AGENCY.

3. Rights and Obligations of the AGENCY.

- A. The AGENCY agrees to:
 - i. Identify Work Crew projects, such as litter patrol, trail, and landscape maintenance in Clackamas County.
 - ii. Schedule Work Crew projects on a mutually agreed-upon schedule; communicating scope of work and tool requirements to COUNTY.
- B. For Graffiti removal services AGENCY agrees to:
 - i. Promptly notify COUNTY of painted graffiti once it has been determined that COUNTY is going to be contracted for graffiti removal;
 - ii. Provide COUNTY with a detailed description of the location and nature of the graffiti to be removed and ensure access for removal;
 - iii. When paint over is the identified best remedy, AGENCY will provide paint to COUNTY for an accurate color match;
 - iv. AGENCY will not Contract COUNTY in instances where ladders or man lifts are required or work has extreme grade or other inherent dangers beyond COUNTY's mutually understood capabilities.

4. Compensation.

- A. The Agency agrees to pay \$425 per crew per day for the services outlined in Section II. A.
- B. For Graffiti removal services outlined in section II.B above. Agency agrees to pay \$200 per event for maximum of nine (9) hours of labor. Events requiring more than nine (9) hours will be charged a rate of \$400 per event.
- C. Payments shall be made on the basis of requests for payment submitted as follows:
 - i. COUNTY will bill the Agency within the first week following the last working day of each calendar month in which work is performed;
 - ii. The Agency agrees to pay COUNTY within 30 days of the receipt of the COUNTY'S invoice.

5. Representations and Warranties.

- A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof, except for attorneys' fees, arising out of or based upon damages or injuries to persons or property caused by the negligent or willful

acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.
 - A. Fred Weinberg, or their designee, will act as liaison for the County.

Contact Information:

Fred Weinberg
Clackamas County
Community Corrections
1024 Main St.
Oregon City, OR 97045
(503) 650-8929

Lloyd Helm, or their designee, will act as liaison for the Agency.

Contact Information:

Lloyd Helm
Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
(503) 594-6787

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by

the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in person jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in

writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Agency and County 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole and absolute discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- L. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- M. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- P. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

[Signatures on Following Page]

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

Clackamas County
Chair Jim Bernard
Commissioner Sonia Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

Clackamas Community College
19600 Molalla Avenue
Oregon City, OR 97045
(503) 657-6958

Chair, Board of County Commissioners



Authorized Signature

Date

Alissa Mahar VP of College Services

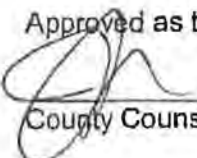
Printed Name/Title

Recording Secretary

5/24/2011

Date

Approved as to form



County Counsel



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of the Interagency Agreement between
North Clackamas Parks and Recreation District (NCPRD) and
Health, Housing and Human Services (H3S) Social Services Division

Purpose/ Outcomes	This agreement provides federal and state funding for social services programs delivered by NCPRD to District/County residents ages 60 and older.
Dollar Amount and Fiscal Impact	Maximum contract value of \$328,745.
Funding Source	Older American Act (OAA) funding secured through the Oregon Department of Human Services-State Unit on Aging and administered by Clackamas County's H3S-Social Services division.
Duration	July 1, 2019 – June 30, 2020
Previous Board Action	<ul style="list-style-type: none"> Annual agreement renewal May 10, 2018 – Business Meeting: Approval of Interagency Agreement for FY 2018-19
County Counsel	County Counsel authored this agreement.
Strategic Plan Alignment	<ul style="list-style-type: none"> Build public trust through good government Ensure safe, healthy and secure communities
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4471 Marty Hanley, <i>Milwaukie Center Supervisor</i> , 503-794-8058
Contract No.	#9300

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services (BCS), requests approval of the Interagency Agreement with the County's Health, Housing and Human Services (H3S) Department – Social Services division to provide Older American Act (OAA) funded services for persons living within the District.

The services provided include congregate and home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs and helps them to remain independent and interactive in the community.

In December 2015, H3S Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option to renew for four additional years. NCPRD was the sole proposer and was awarded the contract after negotiations. This is the fourth renewal of this agreement.

RECOMMENDATION:

Staff respectfully recommend the Board approve the Interagency Agreement between NCPRD and H3S-Social Services division Contract #9300 and authorize the Director or Deputy Director of Business and Community Services to execute all documents necessary to effectuate the same.

ATTACHMENT:

Interagency Agreement #9300 between NCPRD and H3S-Social Services division.

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

INTERGOVERNMENTAL AGREEMENT #9300

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER

Fiscal Year 2019-2020

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INTERGOVERNMENTAL AGREEMENT

I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services Department/Social Services Division, herein referred to as H3S-SSD, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as NCPRD-MILWAUKIE, with the common goal of providing social services to clients of the Aging and Disability Services program.

II. SCOPE OF WORK AND COOPERATION

- A. NCPRD-MILWAUKIE agrees to accomplish the work under this contract for State and Federally funded services as outlined in Exhibit 1 - Purpose, Service Descriptions and Service Objectives.
- B. NCPRD-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
 - 1. Provide rides using NCPRD-MILWAUKIE operated vehicles, volunteers and/or private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. H3S-SSD agrees to:
 - 1. Provide technical assistance in service provision, budget and reporting.
 - 2. Provide structured opportunities to NCPRD-MILWAUKIE staff to network with similar program providers.
 - 3. Provide training opportunities to NCPRD-MILWAUKIE staff.

III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$328,745**:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$36,967
Older Americans Act III-C1	93.045	\$110,311
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$34,493
Special Program Allocation (State Fund)	N/A	\$715
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250

STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

B. Method of Payment. To receive payment the NCPRD-MILWAUKIE shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B and III-C and 34.34% for Title III-E. Provider match is provided as in-kind by providing services beyond the contracted units. Any in-kind services provided under one Title in excess of the required units needed as match may be used for match of other titles. Example: Excess Case Management hours may be used to match Title III-C
3. NCPRD-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Adults and Persons with Disabilities office (APD) for eligible Medicaid Home Delivered Meals delivered to APD Clients as authorized by APD Case Managers.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPRD-MILWAUKIE.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed...

D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPRD-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the NCPRD-MILWAUKIE were in excess of the amount to which the NCPRD-MILWAUKIE was entitled, then the NCPRD-MILWAUKIE shall repay the amount of the excess to the H3S-SSD.

IV. LIAISON RESPONSIBILITIES

H3S-SSD ADS Contract Specialist will act as liaison from H3S-SSD for this service agreement. Milwaukie Center Supervisor will act as liaison from NCPRD-MILWAUKIE.

V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Compliance with Applicable Laws

1. Federal Terms. The NCPRD-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
2. State Statutes. NCPRD-MILWAUKIE 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.
3. Conflict Resolution. If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, NCPRD-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPRD-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPRD-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPRD-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of the NCPRD-MILWAUKIE; volunteers of the NCPRD-MILWAUKIE; employees and volunteers of NCPRD-MILWAUKIE's subcontractors and direct care providers of clients for which NCPRD-MILWAUKIE provides service authorization.

H3S-SSD will assist NCPRD-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPRD-MILWAUKIE's subject individuals as requested.
5. Mandatory Reporting of Elder Abuse. SUBREPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the NCPRD-MILWAUKIE's clients to whom the NCPRD-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPRD-MILWAUKIE will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

7. Confidentiality of Client Information.
 - i. All information as to personal facts and circumstances obtained by the NCPRD-MILWAUKIE on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, H3S-SSD and NCPRD-MILWAUKIE will share information as necessary to effectively serve DHS Clients.
- B. AGENCY Standard Terms and Conditions. The NCPRD-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.
- C. Indemnity.
 1. Non-Medical rides for Medicaid clients funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of NCPRD-MILWAUKIE or its officers, employees, Subcontractors, or agents.
 2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPRD-MILWAUKIE’s performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPRD-MILWAUKIE, its employees, representatives, or subcontractors.
 3. Special Transportation Funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney’s fees, resulting from or arising out of the activities of NCPRD-MILWAUKIE, its subcontractors, employees or agents under this Agreement.
- D. Insurance. During the term of this contract NCPRD-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:
 1. Commercial General Liability

- i. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$\$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

2. Commercial Automobile Liability

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each accident for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

3. Additional Insurance Provisions

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but

only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

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

E. Workers’ Compensation

- 1. NCPRD-MILWAUKIE and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 2. NCPRD-MILWAUKIE warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE must indemnify Ride Connection for any liability incurred by Ride Connection as a result of NCPRD-MILWAUKIE's breach of the warranty under this Paragraph.

F. Accessibility to Programs, Services and Activities. NCPRD-MILWAUKIE will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

- 1. NCPRD-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
 - i. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - ii. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - iii. When communicating with individuals make available:
 - a) Written materials in alternate format,
 - b) Qualified interpreters or auxiliary aids and services to refer individuals,
 - c) And access via text telephone (TTY);

- iv. When a location for a service, program or activity is not physically accessible NCPRD-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPRD-MILWAUKIE or with a sub-contractor;
- v. Display notices in NCPRD-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
- vi. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPRD-MILWAUKIE policy to address complaints and noncompliance.

VI. AMENDMENTS.

This agreement may be amended at any time with the concurrence of both parties.

Amendments become a part of this agreement only after the written amendment has been signed by both parties and the County Administrator.

VII. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2019** and is scheduled to terminate **June 30, 2020**.

Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The H3S-SSD may terminate this contract effective upon delivery of written notice to the NCPRD-MILWAUKIE, or at such later date as may be established by the H3S-SSD, under any of the following conditions:

- A. If H3S-SSD funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- C. If any license or certificate required by law or regulation to be held by the NCPRD-MILWAUKIE to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If NCPRD-MILWAUKIE fails to provide services or reports as specified by the H3S-SSD in this contract.
- E. If NCPRD-MILWAUKIE fails to comply with any requirements in this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Future Support. The H3S-SSD makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

Integration. This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

VIII. SIGNATURE PAGE TO AGREEMENT

This agreement consists of eight (8) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 AGENCY Information

<p>GOVERNMENTAL UNIT <u>North Clackamas Parks and Recreation District</u> Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board</p> <p>_____</p> <p>Laura Zentner, Director Business & Community Services</p> <p>_____</p> <p>Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board</p> <p>_____</p> <p>Richard Swift, Director Health, Housing, & Human Services Dept.</p> <p>_____</p> <p>Date</p>
<p>Approved as to Content:</p> <p>_____</p> <p>Marty Hanley, Center Supervisor</p> <p>_____</p> <p>Date</p>	<p>Approved as to Content:</p> <p>_____</p> <p>Brenda Durbin, Social Services Div. Director</p> <p>_____</p> <p>Date</p>

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. PURPOSE OF THE SERVICES

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

B. DESCRIPTION OF SERVICES

- 1. CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - a) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - b) Utilize an approved County-wide standardized assessment/intake form.
 - c) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - d) May be billed upon submission of assessment/intake form.
 - i. Service Implementation & Monitoring:
 - a) Provide early identification of current or potential problem areas.
 - b) Assess the need for changes/improvements in service.
 - c) Identify any gaps/unmet needs.
 - d) Review intervention results to determine if what was done achieved the desired result.
 - e) Determine if services should be discontinued.
 - f) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- 2. REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
- 3. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.

- iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- 4. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- 5. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Milwaukie Center Transportation Consortium Goals:
 - a) Continue coordination with H3S-SSD's Transportation Reaching People program.
 - b) Increase replacement reserve fund with separate accounting
 - c) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - d) Continue regular publicity/marketing efforts regarding transportation program
 - e) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - f) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - a) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. NCPRD-MILWAUKIE must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. H3S-SSD will coordinate completion and distribution of forms for NCPRD-MILWAUKIE and case managers through the Transportation Reaching People (TRP) program.
 - b) Services shall be billed by NCPRD-MILWAUKIE according to the following rate scale:

<u>One person, one-way ride:</u>	<u>\$14.00 per ride</u>
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 - c) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- d) Trips will be tracked daily by client and type of ride. This information will be sent monthly to H3S-SSD, and be available for State and Federal representatives for audit purposes.
- iii. NCPRD-MILWAUKIE will be responsible for:
- a) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - b) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - c) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - d) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- 6. FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Milwaukie Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- 7. MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Clackamas Park & Recreation District service area to enhance visibility and encourage participation. One unit is one meal served.
- 8. EVIDENCE-BASED HEALTH & WELLNESS PROGRAMS** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
- 9. CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

10. LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes – A service provided by NCPRD-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to H3S-SSD prior to the November 30, 2015 deadline.

C. SERVICE OBJECTIVES

1. Case Management

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

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. NCPRD-MILWAUKIE CSC completes assessment on a H3S-SSD approved assessment/intake form.
- iii. NCPRD-MILWAUKIE CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. NCPRD-MILWAUKIE CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. NCPRD-MILWAUKIE CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. NCPRD-MILWAUKIE CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. NCPRD-MILWAUKIE CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

2. Reassurance

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

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

- iii. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

3. Information and Assistance - H3S-SSD Responsibilities

Objective: To provide NCPRD-MILWAUKIE with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. H3S-SSD will provide orientation on H3S-SSD's I&R program to NCPRD-MILWAUKIE I&A staff.
- ii. H3S-SSD will notify NCPRD-MILWAUKIE's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by NCPRD-MILWAUKIE.

4. Information and Assistance - NCPRD-MILWAUKIE Responsibilities

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

Elements:

- i. NCPRD-MILWAUKIE will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the NCPRD-MILWAUKIE as an I & A Specialist.
- ii. NCPRD-MILWAUKIE will notify H3S-SSD I & A Coordinator and Contract Specialist within 30 days of any change in NCPRD-MILWAUKIE's designated I & A Specialist, and will schedule an on-site training with the H3S-SSD I & A Coordinator for the new designee within 60 days of appointment.
- iii. NCPRD-MILWAUKIE's I & A Specialist will attend a minimum of 6 monthly H3S-SSD "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. NCPRD-MILWAUKIE's I & A Specialist will update center information for the H3S-SSD 's Community Resources Guide, initiate notification to H3S-SSD 's I&R program regarding any changes to NCPRD-MILWAUKIE programs, and notify H3S-SSD 's I&R program of any significant changes in local community resources.
- v. NCPRD-MILWAUKIE I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the H3S-SSD I & A Coordinator by the 10th day following each quarter.

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

Elements:

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

5. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for North Clackamas Park & Recreation District service area residents age 60 and older.

Elements:

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

6. Transportation

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

Elements:

- i. NCPRD-MILWAUKIE designates one person to be coordinator for the transportation program. This person will be responsible for:
 - a) Recruiting drivers.
 - b) Submitting criminal checks
 - c) Ensuring all drivers meet Ride Connection training requirements
 - d) Scheduling road tests for all drivers.
 - e) Conducting periodic/seasonal driver safety training.
 - f) Providing a copy of written procedures for transportation services to each driver.
 - g) Scheduling vehicle maintenance.
 - h) Maintain daily Pre- and Post- trip Reports
- ii. NCPRD-MILWAUKIE provides transportation as scheduled each day.
- iii. NCPRD-MILWAUKIE maintains system to document each trip of each day.

7. Food Service

Objective 1: To produce and deliver contracted number of meals throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE submits each month's menu to H3S-SSD's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - a) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use

computerized nutrient analysis to assure meals are in compliance with nutritional requirements.

- b) The cycle for the cycle menu system must be at least nine weeks long.
- c) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
- d) Menus should reflect the tastes and appetites of the current elderly population.
- e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
- f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

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

Elements:

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

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by NCPD-MILWAUKIE should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.

- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

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

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

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to H3S-SSD within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

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

Elements:

- i. NCPRD-MILWAUKIE must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. NCPRD-MILWAUKIE must have a new employee orientation.
- iii. NCPRD-MILWAUKIE must have a training plan that includes training for employees and supervisory staff.

8. MEAL SITE MANAGEMENT

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

Elements:

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

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

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

Elements:

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

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

Elements:

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

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

Elements:

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

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

Elements:

- i. NCPRD-MILWAUKIE identifies needs and concerns specific to the Center and service area participants.
- ii. NCPRD-MILWAUKIE incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. NCPRD-MILWAUKIE conducts program participant satisfaction survey at least once per year.

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

Elements:

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

9. Evidence-based Health & Wellness Program

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

Elements:

- i. NCPRD-MILWAUKIE regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. NCPRD-MILWAUKIE registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. NCPRD-MILWAUKIE has physical condition of clients assessed before setting up plan for workouts with equipment.

10. Caregiver Respite –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. NCPRD-MILWAUKIE respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. NCPRD-MILWAUKIE RPC registers clients in program.
- iii. NCPRD-MILWAUKIE staff, led by an RN, provide weekly activity program for respite clients.

12. Low Income Home Energy Assistance Program (LIHEAP) Intakes

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

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- ii. NCPRD-MILWAUKIE CSC ensures that the application form is completed per program requirements.

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Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

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

B. Drivers

1. NCPRD-MILWAUKIE shall inform drivers of their job duties and responsibilities and provide training related to their job duties. NCPRD-MILWAUKIE shall also:
 - i. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - ii. Ensure that drivers are capable of safely operating vehicles;
 - iii. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - iv. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire;
 - v. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - vi. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. NCPRD-MILWAUKIE's selection of its drivers shall include:
 - i. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and
 - ii. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of NCPRD-MILWAUKIE and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed at risk of harm from the driver.

C. Vehicles

1. NCPRD-MILWAUKIE shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - i. 2010 Ford Startrans Senator; VIN: 1FDFE45SX9DA92863
 - ii. 2015 Ford Areotech; VIN: 1FDFE4FS0EDA04525
 - iii. 2015 Ford Elkhart, VIN: 1FDFE4FS0FDA15851
 - iv. 2017 MB Starcraft Allstar, VIN: 1FDFE4FS0HDC07466
2. NCPRD-MILWAUKIE shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by NCPRD-MILWAUKIE into the Ride Connection vehicle maintenance database at the time service is completed. If NCPRD-MILWAUKIE is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these fund to NCPRD-MILWAUKIE within 21 days of receipt of payment from Ride Connection.

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EXHIBIT 3
Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, NCPRD-MILWAUKIE shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to NCPRD-MILWAUKIE, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, NCPRD-MILWAUKIE expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, Environmental Protection Agency ("EPA") Regulations.** If this Agreement, including amendments, exceeds \$150,000 then NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the EPA. NCPRD-MILWAUKIE shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, NCPRD-MILWAUKIE certifies, to the best of NCPRD-MILWAUKIE's knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of NCPRD-MILWAUKIE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, NCPRD-MILWAUKIE shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - iii. NCPRD-MILWAUKIE shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all NCPRD-MILWAUKIEs and subcontractors shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - v. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - vi. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and

recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- vii. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- viii. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of NCPRD-MILWAUKIE related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as "HIPAA"), NCPRD-MILWAUKIE must comply. NCPRD-MILWAUKIE shall determine if NCPRD-MILWAUKIE will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that NCPRD-MILWAUKIE will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, NCPRD-MILWAUKIE shall comply and cause all subcontractors to comply with the following:

- i. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between NCPRD-MILWAUKIE and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that NCPRD-MILWAUKIE is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, NCPRD-MILWAUKIE shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- ii. Data Transactions Systems. If NCPRD-MILWAUKIE intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, NCPRD-MILWAUKIE shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.
- iii. Consultation and Testing. If NCPRD-MILWAUKIE reasonably believes that NCPRD-MILWAUKIE's or COUNTY's data transactions system or other application of HIPAA

privacy or security compliance policy may result in a violation of HIPAA requirements, NCPRD-MILWAUKIE shall promptly consult COUNTY Program Manager. NCPRD-MILWAUKIE or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.

- iv. Business Associate Requirements. NCPRD-MILWAUKIE and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) NCPRD-MILWAUKIE certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in NCPRD-MILWAUKIE's workplace or while providing services to DHS clients. NCPRD-MILWAUKIE's notice shall specify the actions that will be taken by NCPRD-MILWAUKIE against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, NCPRD-MILWAUKIE's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither NCPRD-MILWAUKIE, or any of NCPRD-MILWAUKIE's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe NCPRD-MILWAUKIE or NCPRD-MILWAUKIE's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs NCPRD-MILWAUKIE or

NCPRD-MILWAUKIE's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. Pro-Children Act. NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

10. Medicaid Services. NCPRD-MILWAUKIE shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. NCPRD-MILWAUKIE shall acknowledge NCPRD-MILWAUKIE's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

11. Agency-based Voter Registration. NCPRD-MILWAUKIE shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any

person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. NCPRD-MILWAUKIE shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. NCPRD-MILWAUKIE agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a NCPRD-MILWAUKIE purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 4
Standard Terms and Conditions

- 1. Governing Law, 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including NCPRD-MILWAUKIE and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that NCPRD-MILWAUKIE is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a. NCPRD-MILWAUKIE represents and warrants as follows:

 - i. Organization and Authority. NCPRD-MILWAUKIE is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. NCPRD-MILWAUKIE has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by NCPRD-MILWAUKIE of this Agreement (a) have been duly authorized by all necessary action by NCPRD-MILWAUKIE and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or

- other administrative agency or any provision of NCPRD-MILWAUKIE'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 NCPRD-MILWAUKIE is a party or by which NCPRD-MILWAUKIE may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by NCPRD-MILWAUKIE of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by NCPRD-MILWAUKIE and constitutes a legal, valid and binding obligation of NCPRD-MILWAUKIE, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. NCPRD-MILWAUKIE has the skill and knowledge possessed by well-informed members of its industry, trade or profession and NCPRD-MILWAUKIE will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in NCPRD-MILWAUKIE's industry, trade or profession;
 - v. NCPRD-MILWAUKIE shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. NCPRD-MILWAUKIE prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency 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 COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "NCPRD-MILWAUKIE Intellectual Property" means any intellectual property owned by NCPRD-MILWAUKIE and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or NCPRD-MILWAUKIE.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by NCPRD-MILWAUKIE or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the NCPRD-MILWAUKIE owns, NCPRD-MILWAUKIE grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or NCPRD-MILWAUKIE grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then NCPRD-MILWAUKIE shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by NCPRD-MILWAUKIE in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to NCPRD-MILWAUKIE to use, copy, distribute, display, build upon and improve the intellectual property.
- d. NCPRD-MILWAUKIE shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** NCPRD-MILWAUKIE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, NCPRD-MILWAUKIE shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document NCPRD-MILWAUKIE's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." NCPRD-MILWAUKIE acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized

representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** NCPRD-MILWAUKIE shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. NCPRD-MILWAUKIE shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires NCPRD-MILWAUKIE or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants NCPRD-MILWAUKIE or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, NCPRD-MILWAUKIE shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. NCPRD-MILWAUKIE shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and NCPRD-MILWAUKIE are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that NCPRD-MILWAUKIE's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. 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 any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Exhibit 5 Reporting Requirements

A. INVOICES

NCPRD-MILWAUKIE shall submit invoices in a format designated or approved by H3S-SSD. Invoices are due by the 10th of the subsequent month. H3S-SSD shall make payment to NCPRD-MILWAUKIE within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the NCPRD-MILWAUKIE's name and address and be signed by an authorized representative of NCPRD-MILWAUKIE. The authorized signator of the invoice shall verify that the services purchased have been performed.

NCPRD-MILWAUKIE shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes to H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the NCPRD-MILWAUKIE.

NCPRD-MILWAUKIE shall return to H3S-SSD all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

1. The NCPRD-MILWAUKIE shall submit nutrition reports monthly. These reports shall have:
 - a. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - b. the amount of participant donations by Congregate and HDM .
2. NCPRD-MILWAUKIE may bill for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. NCPRD-MILWAUKIE may not bill for meal site management for these meals.
3. NCPRD-MILWAUKIE shall submit copies of the APD Medicaid Home Delivered Meals vouchers on current State approved form.
4. NCPRD-MILWAUKIE shall submit monthly Transportation Report Forms A, B, and C

5. NCPRD-MILWAUKIE shall submit monthly a list of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client.
6. NCPRD-MILWAUKIE will submit monthly unduplicated client figures for current reporting period, and year to date.
7. NCPRD-MILWAUKIE will submit monthly service/unit summary with current reporting period figures.
8. NCPRD-MILWAUKIE shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal to or greater than units of service billed for.

C. AUDIT/MONITORING

NCPRD-MILWAUKIE shall permit authorized representatives of H3S-SSD and other applicable audit agencies of the state or federal government, to review the records of the NCPRD-MILWAUKIE in order to satisfy program audit and evaluation purposes deemed necessary by County and permitted under law.

NCPRD-MILWAUKIE agrees to participate with H3S-SSD in any evaluation project or performance report, as designated by H3S-SSD or applicable state or federal agency, and to make available all information required by any such evaluation process.

D. ADMINISTRATION

The H3S-SSD Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract. The NCPRD-MILWAUKIE shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

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Exhibit 6
Budget and Units of Service

A. BUDGET

H3S-SSD 's payment to the NCPRD-MILWAUKIE will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: NCPRD-MILWAUKIE acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D, and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D, or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D, or III-E contribution.

NCPRD-MILWAUKIE may not transfer funds from one service category to another without written approval from H3S-SSD.

\$.96 of program income collected per meal will contribute to reimbursement rate for each meal provided by the Milwaukie Center. The total of the number of meals provided times \$.85 will be deducted from the amount requested from the County on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Milwaukie Center and be used for meal site management activities

NCPRD-MILWAUKIE agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B and III-C funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

NCPRD-MILWAUKIE match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Match funds for Ride Connection vehicle maintenance program will be figured at 10.27%. Ride Connection will withhold match from vehicle maintenance reimbursements.

NCPRD-MILWAUKIE will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

B. Unit Cost Schedule

Milwaukie Center
Fiscal Year 2019-20

Federal Award Number	CFDA Number	Service Category	OAA IIIB		OAA IIIC1		OAA IIIC2		OAA IIID		OAA IIIE		Required Match		NSIP		Other State Funds		Ride Connection			LIHEAP		MEDICAID		Program Income		NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE								
			Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds				Funds	Funds						
			16AAORT3SS	93,044	(1)	16AAORT3OM	93,045	(2)	16AAORT3HD	93,045	(3)	16AAORT3PH	93,043	(4)	16AAORT3FC	93,052	(5)	16AORNSIP	93,053	(7)	16AORNSIP	93,053	(7)	STF Funds	3310 Funds	TRiMet Funds	TRiMet Funds				STF Funds	TRiMet Funds	STF Funds	TRiMet Funds	STF Funds	TRiMet Funds	STF Funds	
			27,098											3,013														761.7 hrs	30,111	\$37.24								
			5,651											628														185	6,279	\$30.66								
			11,829											1,315														648	13,144	\$18.25								
			1,000											111														20	1,111	\$50.00								
			7,799											867														1,560	10,166	\$5.00								
														2,048														54,750	162,465	\$2.93								
														2,063														54,750	75,976	\$1.35								
																											0	0	\$0.00									
																											19											
														0														1,430	1,430	\$75.00								
														2,307														160	11,535	\$75.50								
														0														120	1,680	\$14.00								
														0														4,560	38,186	\$7.50								
														0														1,943	35,059	\$18.04								
														944														N/A	9,194	N/A								
																												150	3,750	\$25.00								
			\$53,377											\$9,228															\$400,088									
														\$13,297															\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$58,046			
														\$715															\$715	\$34,493	\$715	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$58,046
														\$110,311															\$110,311	\$110,311	\$110,311	\$110,311	\$110,311	\$110,311	\$110,311	\$110,311	\$110,311	\$110,311
														\$36,967																\$36,967	\$36,967	\$36,967	\$36,967	\$36,967	\$36,967	\$36,967	\$36,967	\$36,967

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$328,745

Federal Award Total: \$253,341

C. UNITS OF SERVICE

NCPRD-MILWAUKIE or H3S-SSD may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between NCPRD-MILWAUKIE and H3S-SSD and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the NCPRD-MILWAUKIE and H3S-SSD.

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	761.7 hrs.	1 hour of service	225
Reassurance (OAA)	185	1 Client Contact	45
Information and Assistance (OAA)	649	1 response to inquiry and follow up	475
Public Outreach/Education	20	1 presentation	NA
Transportation (OAA)	1,560	1 one-way ride	200
Food Service (OAA)	54,750	1 meal delivered/served	150
Meal Site Management (OAA)	54,750	1 meal delivered/served	150
Evidence-based Health & Wellness	19	1 class session	10
Respite Program	160 hrs.	1 hour of services	20
Transportation (Medicaid non-medical)	120	1 one-way ride	10
Transportation (Ride Connection)	4,560	1 one-way ride	200
Transportation (STF)	1,943	1 one-way ride	100
LIEAP Applications	150	1 Completed Application	150

**Exhibit 6
AGENCY PROFILE**

1. IDENTIFICATION: _____

North Clackamas Parks and Recreation Dist.
Milwaukie Center
 Legal Name

2. IRS/STATE NONPROFIT NUMBER: _____

 N/A

5440 SE Kellogg Creek Dr

Same
 Mailing Address

Milwaukie, OR 97222
 City Zip

653-8100 794-8016
 Phone Number Fax #

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: Laura Zentner
 Title: Director, Business & Comm. Services Dept.

Address: 150 Beaver Creek Road
 Oregon City, OR 97045

Phone: 503-742-4351

4. TYPE OF PROGRAM: Services for older adults and people with disabilities, with recreation/social/educational opportunities

5. ADVISORY BOARD (LIST MEMBERS):

Milwaukie Center / Community Advisory Board:

Siri Bernard , Ben Horner-Johnson, John Smolinsky, Kim Buckholz, Louise Fisher, Larry Millington, Marilyn Shrum, Joel Bergman, Julie Donohue, Virginia Seitz, Paul Ellison

Frequency of Meetings: Monthly

North Clackamas Parks & Recreation District Advisory Board:

No Board Currently (May 2019)

Frequency of Meetings: Monthly

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Last Total Agency Audit:

Date: Completed Annually as part of the County A-133

Types and Amounts of Insurance Held: Self-insured as part of County Insurance policies

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

Signature – Laura Zentner

Business & Community Services Director
Title

Date

I. Response Section

A. Describe your grievance procedure for clients and how County will fit into the process:

These procedures would be applicable to County clients, and County is included as Contracting Agency.

MILWAUKIE CENTER PROCEDURES FOR HANDLING COMPLAINTS

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the County's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center/Community Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Center policies and procedures, North Clackamas Parks and Recreation District policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the District Director. Your complaint can be in writing or in person (see address and phone below).

North Clackamas Parks and Recreation District Director
150 Beaver Creek Rd.
Oregon City, OR 97045

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the District Director, a file with your name on it will be started. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The District Director will discuss the complaint with you to try to solve the problem. Within 30 working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the District Director. Within thirty (30) days of receipt of your letter the District Director will meet with you and the Milwaukie Center Director to discuss the problem. The District Director will send you a written decision within ten (10) working days. The decision is final as to whether actions taken were justified and whether circumstances warrant policy review by the Center/ Community Advisory Board and/or the North Clackamas Parks and Recreation District Advisory Board.

- B. Describe your organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Prioritization of services is based on need. The first priority for services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services for the "at-risk" population - those that are minority, socially isolated and low income.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Community Advisory Board is consulted.

- C. Describe your Agency's operating procedures (use space provided only):

1. Hours of Operation: From 8:30 a.m. To 5:00 p.m. (for social services)
Total hours per day: 8.5 hrs.
Total hours per week: 42.5 hrs.

2. Official Closures:

New Year's Day, January 1st
Martin Luther King Day, third Monday in January
President's Day, third Monday in February
Memorial Day, last Monday in May
Independence Day, Fourth of July
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving, fourth Thursday in November
Christmas, December 25

D. Describe the boundaries of the area for which you propose to provide services.

North Clackamas Parks and Recreation District Boundaries:

- West to the Willamette River
- East to Urban Growth Boundary, including Happy Valley
- North to Multnomah County Line
- South to Clackamas River, excluding Johnson City and Gladstone

E. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

<u>Center Operations</u>		<u>Nutrition Program</u>		<u>Transportation Program</u>	
Center Supervisor	1 FTE	Program Coord.	1.00 FTE	Program Coord.	.15 FTE
Human Svc Coord.	1 FTE	Cooks	1.25 FTE	Bus Drivers	1.50 FTE
Client Svc Coord.	.45 FTE	CI Svc Coord.	.40 FTE		
Facility Use Coord.	1 FTE	MOW Prog. Aide	.48 FTE		
Receptionist	1 FTE				
Building Coord.	.40 FTE				
Facility Mainten.	1 FTE				
Client Svcs Asst.	1 FTE				

SEE NEXT PAGE – No. Clackamas Parks & Rec. Organizational Chart

F. Describe your methods for providing information about services.

Information about services is provided in several ways. A monthly newsletter is mailed to 5,500 homes (95% of which are in our service area or an adjoining zip code area). Another 600 plus are distributed in and through the Center. A brochure about ongoing services is distributed by staff in the Center and in public places. In the daily paper we publicize special services of interest to seniors. The Center has a Facebook page and a web site for people to access information about programs and services. North Clackamas Parks and Recreation District distributes 35,000 Program Guides three times a year which publicizes Milwaukie Center programs and services.

G. Briefly, describe your methods for providing legal services.

We have a working arrangement with several local attorneys who volunteer three (3) hours a month on a rotating basis. Seniors needing an attorney contact the Center. The Human Services Coordinator talks with each client to assess their needs. If appropriate, their name is put on a list. When there are enough (8-9), a lawyer is scheduled. Appointments are made. Some clients cannot wait until the next scheduled clinic. They are referred to other appropriate resources or given the names of several of our volunteer attorneys to contact on a private basis.

II. Guidelines for Inclusion in Clackamas County Senior Center Activities

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2018

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Grant Agreement with the Oregon State Marine Board (OSMB)
as part of the Maintenance Assistance Program (MAP) for FY 2019-20

Purpose/ Outcomes	Allows NCPRD to participate in the OSMB's Maintenance Assistance Program (MAP) for FY 2019-20, which reimburses the District for maintenance of boating facilities.
Dollar Amount and Fiscal Impact	This Grant Agreement represents an additional \$4,750 of revenue.
Funding Source	A total of \$3,166.67 is required in matching funds, which will come from the NCPRD General Fund - Maintenance Division.
Duration	July 1, 2019 through June 30, 2020
Previous Board Action	This grant award is reviewed and renewed annually by the Board.
Counsel Review	Reviewed and approved as to form in July 2018.
Strategic Plan Alignment	<ul style="list-style-type: none"> - Building public trust through good government - Ensuring safe, healthy and secure communities
Contact Person	Scott Archer, <i>Director</i> , 503-742-4421 Kevin Cayson, <i>Parks and Facilities Manager</i> , 503-794-8030

BACKGROUND:

The North Clackamas Parks and Recreation District, a division of Business and Community Services (BCS), requests the approval of a grant agreement with the Oregon State Marine Board (OSMB) as part of its Maintenance Assistance Program (MAP) for FY 2019-20. The District has been awarded this grant on an annual basis since 1998.

The renewal of this grant allows the Oregon State Marine Board to assist NCPRD with maintenance funding at Milwaukie Bay Park (formerly Riverfront Park), which is managed by the District. This grant comes with a maximum value of \$4,750 and requires a match of \$3,166.67 from the NCPRD General Fund.

RECOMMENDATION:

Staff recommend the Board approve the grant agreement and authorize the BCS Director or Deputy Director to execute all documents necessary to effectuate the same.

ATTACHMENTS:

1. Allocation Certification Agreement Maintenance Assistance Program (MAP) 2019-20
2. Award Letter from Oregon State Marine Board
3. Approved Grant Application Lifecycle Form

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**NORTH CLACKAMAS PARK DISTRICT
ALLOCATION CERTIFICATION AGREEMENT
MAINTENANCE ASSISTANCE PROGRAM (MAP) FY20**

This Maintenance Assistance Program (MAP) Allocation Certification Agreement is entered into by and between the State of Oregon, acting by and through the Oregon State Marine Board, hereinafter called "OSMB" and North Clackamas Park District, hereinafter called the "Recipient." In accordance with OAR 250-14-004, the parties agree to the following:

I. The Recipient certifies that:

A. A budget has been adopted that includes the MAP allocation amount of \$4,750.00 state funds for the fiscal year period of July 1, 2019, to June 30, 2020; and

B. The following Site Inventory lists facilities and site elements maintained by the Recipient; and

Site Inventory						
Site Name: Milwaukie Riverfront Park			Use Fee: \$0.00	Fee Reduction: 0%		
Funding Source: MAP	Size / Quantity	Points Possible	Seasons of Use*	Months of Use	Seasonal Point Value	Fee Adjusted
Flush Restroom		12	PSO-	9	\$1,050.00	\$1,050.00
Vegetation Maintenance		6	PSO	12	\$600.00	\$600.00
Garbage Can or Dumpster		6	PSO	12	\$600.00	\$600.00
Single Car Parking Stalls	19	0			\$0.00	\$0.00
Boat Trailer Stalls	20	12	PSO	12	\$1,200.00	\$1,200.00
Hard Surface Ramp, 1 Lane		6	PSO	12	\$600.00	\$600.00
Boarding Dock, total linear feet	220	7	PSO	12	\$700.00	\$700.00
MAP Allocation for 7 site elements at Milwaukie Riverfront Park					Allocation Subtotal:	\$4,750.00
					Fee Adjustment:	\$0.00
*Seasons of Use: P=Peak, S=Shoulder, O=Off; Minus (-) denotes partial season					MAP Grant:	\$4,750.00
Total Grant for North Clackamas Park District (1 site)					Total Allocation:	\$4,750.00

C. MAP funds will be spent only to maintain improved marine facilities identified in the Site Inventory in accordance with MAP procedures and policies; and

D. During the season of use identified on the Site Inventory the facilities will be open and maintained for public use; and

E. The amount of any user fee, identified on the Site Inventory, that is presently charged or will be charged during the fiscal year, includes the highest of any entrance, day use, launch ramp, parking, transient moorage, or other fees paid, excluding annual passes or donations, and no fee will be charged for any vessel waste disposal system or floating restroom; and

F. OSMB will have access to all eligible boating facilities and maintenance expenditure and performance records upon request and the Recipient will cooperate during any audit; and

G. MAP funds will not exceed sixty-percent of the overall maintenance cost of eligible boating facilities; and

H. Matching funds do not include any cash or in-kind activities expended on campgrounds, marinas,

fuel stations, trails, picnic shelters, swim areas, or other large day-use components. The percentage of shared use has been documented for areas such as restrooms and parking that serve eligible marine facilities and other park uses; and

- I. MAP funds are principally targeted for labor, supplies, or contract services that will be expended at the eligible marine facilities. Expenditures for program administration, supervision, or other general service assessments will be limited to a maximum of fifteen-percent; and
- J. MAP funds will not be expended for capital construction projects or used as match to other grants.

II. The Recipient agrees:

- A. To provide a minimum of \$3,166.67 matching resources for state MAP funds.
- B. That the MAP Program is designed to supplement funds expended at eligible marine facilities and the intent is to assist in improving the quality of maintenance at the facilities identified on the Site Inventory.
- C. To immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access. The Recipient agrees to reimburse OSMB any MAP funds deemed an overpayment as a result of such changes.
- D. To reimburse OSMB any excess MAP funds not expended within the fiscal year that exceed the ten-percent maximum carry forward amount.
- E. To provide at the end of the fiscal year an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory.

II. OSMB certifies that:

- A. It is authorized by ORS 830.150(2)(a) to provide MAP funds for annual maintenance of improved boating facilities.
- B. It has sufficient MAP funds available within its current biennial budget and has authorized expenditure of MAP funds to the Recipient for the eligible marine facilities identified on the Site Inventory.

The Recipient, by the signature of its authorized representative below, hereby acknowledges that it has read the agreement, understands it, and agrees to be bound by its terms and conditions.

OSMB: State of Oregon, acting by and through its Oregon State Marine Board

RECIPIENT:
North Clackamas Park District

By: _____

By: _____

(Signature)

(Signature)

Larry Warren

(Printed Name)

(Printed Name)

Director

(Title)

(Title)

(Date)

(Date)

File: 150



Oregon

Kate Brown, Governor

State Marine Board

435 Commercial St. NE, Suite 400

P.O. Box 14145

Salem, OR 97309-5065

(503) 378-8587

Fax (503) 378-4597



June 5, 2019

Kevin Cayson, Park Maintenance Supervisor
North Clackamas Park District
150 Beaver Creek Rd.
Oregon City, OR 97045

Re: FY20 Maintenance Assistance Program (MAP) grant

Dear Mr. Cayson;

North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds may be used only for supplemental routine maintenance expenses at improved public boating facilities from July 1, 2019 through June 30, 2020. The grant requires a minimum 40% local matching funds.

To accept the MAP grant award you must formally agree to participate in this voluntary program. Your signature on the attached agreement certifies that you agree to comply with program rules. At the end of the year, you must also provide a report detailing your maintenance expenses from both local funds and grant funds.

If you choose to accept the grant award and participate in MAP for FY20, you must sign the attached MAP Allocation Certification Agreement and return it by August 1, 2019.

Thank you for your continued support of Oregon boaters. Please contact me at douglas.baer@oregon.gov or 503-378-2603 if you have any questions.

Sincerely,



Douglas Baer
Environmental Grant Coordinator

Encl.: MAP Allocation Certification Agreement

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: NCPRD - Maintenance Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: OSMB 2019-20 Maintenance Assistance Program (MAP) Grant

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Kevin Cayson

Requestor Contact Information: 503-794-8030

Department Fiscal Representative: Laura Zentner, BCS Deputy Director, x4351

Program Name or Number (please specify): North Clackamas Parks and Recreation District, Maintenance Division (113-5400-07702)

Brief Description of Project:

North Clackamas Park District has been tentatively selected to receive a MAP grant from the Oregon State Marine Board. Grant funds could be used to supplement routine maintenance expenses at improved public boating facilities from July 1, 2019 through June 30, 2020. The allocation will be \$4,750 with \$3,166.67 in NCPRD matching funds.

Name of Funding (Granting) Agency: Oregon State Marine Board

Agency's Web Address for Grant Guidelines and Contact Information:

Website: <http://www.oregon.gov/OSMB/Pages/Facilities.aspx>
Contact: Douglas Baer, OSMB Environmental Grants Coordinator
(503) 378 2603; PO Box 14145, Salem OR 97309

OR

Application Packet Attached: Yes No

Completed By: _____ N/A _____ Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: _____

CFDA(s), if applicable: _____

Announcement Date: N/A

Announcement/Opportunity #: _____

Grant Category/Title: Maintenance Assistance Program (MAP) Max Award Value: \$ 4,750.00

Allows Indirect/Rate: N/A Match Requirement: \$ 3,166.67

Application Deadline: Application not required Other Deadlines: _____

Grant Start Date: 7/1/2019 Other Deadline Description: _____

Grant End Date: 6/30/2020

Completed By: _____

Pre-Application Meeting Schedule: _____

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

This annual grant renewal provides financial assistance to NCPRD in maintaining the boat launch at Milwaukie Bay Park, a site managed by NCPRD.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

This grant supports NCPRD's mission by promoting access to parks and recreation opportunities, such as boating. The grant agreement goes directly to the guiding purpose of the Maintenance Division, allowing the District to better maintain public facilities.

3. What, if any, are the community partners who might be better suited to perform this work?

We are the Parks provider for the City of Milwaukie (owner of Milwaukie Bay Park). As parks and recreational professionals, we are the agency best suited to perform this work.

4. What are the objectives of this grant? How will we meet these objectives?

The objectives of the grant are to acquire, improve, and maintain boating facilities that serve recreational boaters. NCPRD plans to meet this objective by using the grant funds to maintain the boat dock and launch area at Milwaukie Bay Park.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, the grant contributes to the NCPRD Maintenance program which serves to maintain NCPRD's parks and facilities.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes. The grant requires maintenance staff to perform the required maintenance on the boating facility. NCPRD's Proposed 2019-20 Budget includes more than 10 maintenance staff full-time equivalents.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

N/A - No partners.

3. If this is a pilot project, what is the plan for sunseting the program or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

N/A - Not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A - Not a new program or grant agreement.

Collaboration

1. List County departments that will collaborate on this award, if any.

N/A - No collaboration between County departments is necessary in the execution of this grant agreement.

Reporting Requirements

1. What are the program reporting requirements for this grant?

NCPRD must immediately notify OSMB of any changes in operation or maintenance practices, fees, season of use, or public access.

2. What is the plan to evaluate grant performance? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

This is an annual grant NCPRD has been awarded for the last 10+ years. It is a successful grant and allows NCPRD to supplement funds expended at NCPRD-managed boating facilities.

3. What are the fiscal reporting requirements for this grant?

NCPRD must agree to provide an expenditure report for maintenance and operations outlining labor, supplies, materials, and services for all facilities identified on the Site Inventory at the end of the fiscal year (2018-19).

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes. NCPRD must expend funds to maintain the boat facilities regardless. The grant simply subsidizes that work that NCPRD does already.

2. What other revenue sources are required? Have they already been secured?

NCPRD General Fund Dollars as approved in the 2018-19 NCPRD Proposed Budget.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Yes. A minimum of \$3,166.67 of matching resources are required. These matching funds do not include any cash or in-kind activities expended on campgrounds, marinas, fuel stations, trails, picnic shelters, swim areas, or other large day-use components.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous - On an annual basis.

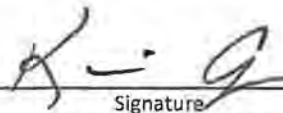
5. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No.

Program Approval:

Kevin Cayson

6/13/2019



Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Scott Archer	JUNE 17, 2019	Scott Archer
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner	6/17/19	[Signature]
Name (Typed/Printed)	Date	Signature

BOS Deputy Dir. for L. Zentner

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt	6/18/19	Gary Schmidt
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of a Fiber Optic Service Level Agreement with
Clackamas County through the Clackamas Broadband Exchange (CBX)

Purpose/Outcomes	This agreement allows NCPRD to use existing Clackamas Broadband Exchange (CBX) fiber at four District locations
Dollar Amount and Fiscal Impact	\$12,240 in annual charges
Funding Source	NCPRD Adopted Budget for FY 19-20 – General Fund
Duration	Renews annually automatically until terminated.
Previous Board Action	N/A
County Counsel	Reviewed and approved on June 20, 2019.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, <i>NCPRD Director</i> , 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, is seeking approval of a Fiber Optic Service Level Agreement (SLA) with Clackamas County through the Clackamas Broadband Exchange (CBX). This agreement will allow NCPRD to employ the existing CBX fiber at several of the District’s satellite locations.

NCPRD locations that will be included within this agreement are:

- NCPRD Maintenance Facility, 6199 SE Lake Road, Milwaukie, OR 97222
- Hood View Park, 16223 SE Stadium Way, Happy Valley, OR 97015
- Milwaukie Center, 5440 SE Kellogg Creek Drive, Milwaukie, OR 97222
- Concord School Property, 3811 SE Concord Road, Oak Grove, OR 97267

The ongoing fiscal impact includes \$12,240 in annual charges for using the fiber for network connectivity. Internet Service Provider (ISP) services will be obtained with separate agreements.

RECOMMENDATION:

Staff recommend the Board approve this Fiber Optic Service Level Agreement with Clackamas County through the Clackamas Broadband Exchange (CBX) and authorize the BCS Director or Deputy Director to sign all documents necessary to effectuate the same.

ATTACHMENT:

Fiber Optic Service Level Agreement with Clackamas County through the Clackamas Broadband Exchange (CBX)

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

North Clackamas Parks and Recreation District

(Customer Name)

1. **Recitals**

WHEREAS, Clackamas County (County) desires to provide to North Clackamas Parks and Recreation District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. **Fiber Optic Network Description**

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. **Service Description**

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. **Construction and Installation Requirements**

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; and test and certify appropriate Fiber performance at each Customer location. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR

EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if either party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either Party is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either the County or the Customer may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- c. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Scott Archer
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
info@ncprd.com

with a copy to

Kevin Cayson
North Clackamas Parks and Recreation District
150 Beaver Creek Road Ste. 419
Oregon City, OR 97045
KevinC@ncprd.com

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

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

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

North Clackamas Parks and Recreation District
(Customer Name)

By (signature): _____

Name (print): Laura Zentner

Title: Business & Community Services Director

Date: _____

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$255.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	NCPRD Maintenance Facility 6199 SE Lake Rd Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
2	Hood View Park 16223 SE Stadium Way Happy Valley, OR 97015	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
3	Milwaukie Center 5440 SE Kellogg Creek Dr Milwaukie, OR 97222	Clackamas DSB 150 Beaver creek Rd Oregon City, OR 97045	Construction	\$0.00
4	Concord School Property 3811 SE Concord Rd Oak Grove, OR 97267	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Construction	\$0.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
 - b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
 - c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
 - d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
 - e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.
5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Laura Zentner, BCS Director
Scott Archer, NCPRD Director

July 11, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement with
Clackamas Education Service District (CESD) for Internet Service

Purpose/Outcomes	Allows NCPRD to use Clackamas Broadband Exchange (CBX) fiber already existing at Concord School Property, located at 3811 SE Concord Rd, Oak Grove, OR 97267.
Dollar Amount and Fiscal Impact	\$1,200 annual charges
Funding Source	NCPRD Proposed Budget for FY 19-20 – General Fund
Duration	Through June 30, 2020
Previous Board Action	N/A
County Counsel	Reviewed and approved as to form on June 4, 2019.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, is seeking approval of an Intergovernmental Agreement (IGA) with the Clackamas Education Service District (CESD) for provision of internet service at the Concord School Property.

The ongoing fiscal impact includes \$1,200 in annual charges for internet service provision. County Counsel has reviewed and approved the language in this agreement.

RECOMMENDATION:

Staff recommend the Board approve this Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Education Service District (CESD) for Internet Service

ATTACHMENT:

Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and Clackamas Education Service District (CESD) for Internet Service

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District



STANDARD INTERGOVERNMENTAL AGREEMENT (IGA)

North Clackamas Parks and Recreation District- Internet Service

This Intergovernmental Agreement (“Agreement”) is between **CLACKAMAS EDUCATION SERVICE DISTRICT** (“CESD”) and **North Clackamas Parks and Recreation District** (“DISTRICT”), (collectively, “the Parties”) pursuant to authority granted in ORS Chapter 190.

Service Description

The Parties agree as follows:

Term of Agreement. The initial Agreement term will be **TBD** through **June 30, 2020**, when the Scope of Work concludes, or one or both Parties terminate this Agreement, whichever occurs first. If no termination notice is received by the end of Agreement term date, then this contract, automatically renews for a period of one (1) year.

Scope of Work; Payment. CESD will provide services as described in Exhibit A. As compensation for such services, DISTRICT will pay CESD in accordance with the payment terms set forth on Exhibit A.

STANDARD TERMS AND CONDITIONS

1. **Subcontracts and Assignment.** Neither party will assign any part of the Agreement without the prior written approval of the other party, and any purported assignment without written approval will be void. Despite this prohibition on assignment, CESD may subcontract, in whole or in part, its performance under this Agreement.
2. **Termination.** This Agreement may be terminated (a) by mutual agreement at any time or (b) by either party upon not less than **ninety** (90) calendar days’ advance written notice. Upon termination, DISTRICT agrees to pay CESD any expenses directly attributable to the termination.
3. **Access to Records.** Each party will have access to the books, documents and other records of the other which are related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
4. **Compliance with Applicable Law.** Each party will comply with all applicable laws, statutes, codes, ordinances, rules, regulations, and lawful orders.
5. **DISTRICT’s Indemnification.** DISTRICT agrees to indemnify, hold harmless, and reimburse, CESD, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys’ fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of DISTRICT, its employees, subconsultants, or anyone for whose acts DISTRICT is responsible.



6. **CESD's Indemnification.** CESD agrees to indemnify, hold harmless, and reimburse, DISTRICT, and its officers, agents, and employees, from, for, and against all claims, suits, actions, damages, and expenses, including, but not limited to, attorneys' fees related to or arising out of this Agreement, but only to the extent caused by the negligence, breach of contract, breach of warranty (express or implied), or other improper conduct of CESD, its employees, subconsultants, or anyone for whose acts CESD is responsible.
7. **Force Majeure.** In no event shall a party have any claim against the other party for any failure of performance by such party, if such failure of performance is caused by or the result solely of causes beyond the reasonable control of such other party, including, but not limited to: damage caused by a third party, electrical storms, fire, heavy rain, heavy snow, other acts of God, or other natural catastrophe; laws, orders, rules, regulations, directions, or action of governmental authorities, or of any civil or military authority, national emergency, or lockout, labor shortage, or materials shortage.
8. **Governing Law; Arbitration.** The provisions of this Agreement will be construed in accordance with the laws of the State of Oregon. All claims, disputes and other matters in question between CESD and DISTRICT arising out of or relating to this Agreement will be subject to binding arbitration in accordance with ORS 190.710 to 190.800.
9. **Entire Contract.** This Agreement constitutes the entire, legally-binding contract between the Parties regarding its subject matter. This Agreement supersedes any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written, not specified herein.
10. **Waiver; Severability.** The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement. If any term or provision of this Agreement is determined to be illegal, in conflict with any law, void, or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
11. **Modification.** No waiver, consent, modification, or change of terms of this Agreement will bind either party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given.
12. **Notices.** Any notice or other communication regarding this Agreement will be served in one of the following manners: (1) personal delivery, (2) facsimile transmission, (3) electronic mail or (4) delivery by courier or messenger service that maintains records of its deliveries.
13. **Signatures.** This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of CESD and DISTRICT, respectively.
14. **DISTRICT's Waiver of Consequential Damages.** DISTRICT agrees that neither CESD nor any of its officers, directors, employees, or agents shall be liable for any indirect, punitive, consequential, or exemplary damages of any nature, including, but not limited to, fines, penalties, or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability), indemnity, or any other theory of law.
15. **CESD's Waiver of Consequential Damages.** CESD agrees that neither DISTRICT nor any of its officers, directors, employees, or agents shall be liable for any indirect, punitive, consequential, or exemplary damages of any nature, including, but not limited to, fines, penalties, or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability), indemnity, or any other theory of law.



Clackamas Education
SERVICE DISTRICT

I have read this contract, including all exhibits and attachments, if applicable. I certify that I have the authority to sign and enter into this contract and agree to be bound by its terms.

SIGNATURES

CLACKAMAS EDUCATION SERVICE DISTRICT

North Clackamas Parks and Recreation District

BY: _____

BY: _____

CESD Superintendent

Authorized Signature

Date: _____

Date: _____

EXHIBIT A

Intergovernmental Agreement

Service Description and Fees

ISP & Data Center Services

Service Description:

Data Center Hosting and Computing Services		
Service Description	Projected Avg. Usage	Extended Amount
<p>Internet Service</p> <p>CESD agrees to provide to DISTRICT dedicated full-duplex Internet service. Under the condition and subject to the terms of this agreement and provided there is no negative impact to the overall health of CESD's network, CESD also allows for the following:</p> <p>Bursting: CESD allows unlimited bursting up to the limits of physical transport or CESD's overall provider limit.</p> <p>Usage determined based upon 90th percentile measurement</p> <p>To be billed Annually</p>	<p>50Mb burstable to 1 Gb</p>	<p>\$100.00 per Month</p>
Total Annually Charge		\$1200.00



Gregory L. Geist
Director

July 11, 2019

Water Environment Services Board
Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement
Between Portland State University and Water Environment Services

Purpose/Outcomes	Approval of an Intergovernmental Agreement between Portland State University ("PSU") and WES for PSU to provide hydrodynamic and water quality model updates related to wastewater treatment discharges to the Willamette River in support of the District's upcoming Willamette Facilities Plan project.
Dollar Amount and Fiscal Impact	The agreement is for a total consideration not to exceed \$51,249.
Funding Source	FY19-20 and/or FY 20/21 WES Budgets – ratepayer supported. No general fund dollars will be used for WES efforts.
Duration	Expiration on December 31, 2020.
Previous Board Action	None.
Strategic Plan Alignment	This IGA supports the strategic initiative: Develop a 20-year Capital Improvement Plan that will estimate and schedule major investments for that time period.
Contact Person	Lynne Chicoine, WES Capital Program Manager, 503-742-4559
Contract No.	None

BACKGROUND:

The formation of WES as an intergovernmental partnership formed pursuant to ORS 190 in 2016, and Integration of the NPDES permits for Kellogg Creek, Tri-City, and Blue Heron under a single entity has given rise to regulatory and operational opportunities that will be addressed in an upcoming project, the Willamette Facilities Plan (WFP). The goal of the WFP will be to develop a 20-year capital plan that identifies improvements to the District's Kellogg Creek and Tri-Cities facilities and, as applicable, a 5-acre Blue Heron site, and associated conveyance infrastructure to provide the best value to WES ratepayers by maximizing the use of existing infrastructure and optimizing system operation while continuing to protect water quality and human health and support economic development.

In development of the WFP, the District and our WFP consultant will use a water quality model of the lower Willamette River as a tool to assess the water quality impacts of discharges from the Tri-City, Kellogg and (potentially) Blue Heron facilities under several basin-wide treatment alternatives. Upon developing a recommended plan, the model may be further used to support our application for a bubble permit that allows the District to trade discharge loads between our

facilities allowing for optimizing operation of our facilities in the wet and dry weather permit seasons.

Professor Scott Wells of the PSU department of Civil and Environmental Engineering and his staff have prepared earlier water quality models of the lower Willamette River for the use of water quality regulators and permit holders. The most recent model, US Corps of Engineers CE-QUAL-W2, version 3.1 was updated for the District in 2001. The scope of work under this IGA will be to update the CE-QUAL-W2 model to the current version 4.1 for the District's use in the WFP project.

RECOMMENDATION:

WES staff recommends the Board, acting as the governing body of Water Environment Services, approve the Intergovernmental Agreement between Portland State University and Water Environment Services as described above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Storey", written over a light blue horizontal line.

Chris Storey
Assistant Director, Water Environment Services

Attachments:

- Intergovernmental Agreement between PSU and WES
- Exhibit A to Intergovernmental Agreement, Scope of Work

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WATER ENVIRONMENT SERVICES
AND PORTLAND STATE UNIVERSITY**

THIS AGREEMENT (this “Agreement”) is entered into and between **Water Environment Services** (“District”), a political subdivision of the State of Oregon, and **Portland State University** (“Agency”), a political subdivision of the State of Oregon, collectively referred to as the “Parties” and each a “Party,” for the purposes of hydrodynamic and water quality model updates related to wastewater treatment discharges to the Willamette River.

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

District will be embarking on a planning effort for its three facilities with permitted outfalls on the Willamette River (Tri-City Water Resource Recovery Facility, Kellogg Water Resource Recovery Facility, and the former Blue Heron lagoon site in West Linn). The goal of the project will be to optimize the collective operation of these facilities in the dry and wet seasons and develop a 20-year capital plan.

As a part of that planning process, the District needs assistance with updating the model of the Willamette River (Berger et al., 2001) previously updated for the District to assess the impact of its discharges on the Willamette River (“Project”).

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2020, whichever is sooner (“Term”). The Parties acknowledge that Work (defined below) began prior to the execution of this Agreement and the District authorizes the Agency to submit reimbursable expenses for Work completed in accordance with the terms of this Agreement beginning as of March 11, 2019.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein (“Work”).
3. **Consideration.** The District agrees to pay Agency, from available and authorized funds, a sum not to exceed **Fifty One Thousand Two Hundred and Forty Nine Dollars (\$51,249.00)** (the “NTE amount”) for accomplishing the Work required by this Agreement. The District recognizes that the Agency’s budget, attached as Exhibit B (“Budget”) and incorporated herein, is the Agency’s best estimate of the total cost to support the Work. The Agency may adjust the Budget at its discretion throughout the performance of the Work and such Budget revisions may be made part of the Agreement without requirement for an amendment of the Agreement, provided that such revisions are within the NTE amount and consistent with the Work. The Agency may submit to the District a revised budget requesting additional funds if the cost of the Work is reasonably expected to exceed the NTE amount due to factors that could not be foreseen prior to the execution of this Agreement. Notwithstanding the above, the District is not liable for any payment in excess of the NTE amount unless agreed to by the District in an amendment to this Agreement.

4. **Payment.** Unless otherwise specified, the Agency shall submit quarterly invoices for Work performed, shall include the total amount billed to date by the Agency prior to the current invoice, and shall itemize all expenses for which reimbursement is claimed. Invoices shall be accompanied by a progress report that describes all Work performed during the period with particularity and by whom it was performed. Payments shall be made to Agency following the District's review and approval of invoices submitted by Agency. The District shall pay Agency, or indicate any dis-approval of costs included in an invoice, within forty-five (45) days of receipt of Agency's invoice. District's 'approval' of Agency's invoice shall be limited to the accuracy, reasonableness, and whether the costs incurred by Agency in the performance of the Work are allowable, and in accordance with the terms of this Agreement. Agency shall not submit invoices for, and the District will not pay, any amount in excess of the maximum compensation amount set forth above. The Agency shall provide a final invoice, clearly marked "FINAL" within sixty (60) days of the expiration of the Term of this Agreement pursuant to Section 1 above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to District that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *District Representations and Warranties:* District represents and warrants to Agency that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
6. **Termination.**
 - A. Either the District or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the District or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The District or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. The District may terminate this Agreement in the event the District fails to receive expenditure authority sufficient to allow the District, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this

Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source.

- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. District shall reimburse Agency for all reasonable costs incurred for the Work through the date of termination. Such costs shall include all non-cancelable commitments that exist at the time the notice of termination is received. However, in no event will District's financial obligation for the Work exceed the NTE amount.

- 7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, employees, or agents.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, employees, or agents.

Any duty to defend set forth in this Agreement shall be conditioned upon the indemnified Party giving the indemnifying Party prompt notice of the claim and all reasonable and necessary cooperation and assistance. Neither the District nor any attorney engaged by the District shall defend a claim in the name of Agency without Agency's prior written consent, nor purport to act as legal representative of Agency, without first receiving from Agency, in a form and manner determined appropriate by Agency, authority to act as legal counsel for Agency, nor shall the District settle any claim on behalf of Agency without the advanced written approval of Agency. Neither the Agency nor any attorney engaged by the Agency shall defend a claim in the name of the District without District's prior written consent, nor purport to act as legal representative of District, without first receiving from District, in a form and manner determined appropriate by District, authority to act as legal counsel for District, nor shall the Agency settle any claim on behalf of District without the advanced written approval of District.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Lynne Chicoine or their designee will act as liaison for the District.

Contact Information:

lchicoine@clackamas.us
503.742.4559

For the Agency:

Legal Notices/Authorized Representatives

Rachelle Richmond
awards@pdx.edu
503.725.9900

Technical Contact:

Scott Wells
wellss@pdx.edu
503.725.4276

Financial Contact:

Anisa Chisti
spafct@pdx.edu
503.725.3668

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of the District and Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between District and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein,

the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the District’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Intellectual Property.** The District shall wholly own all intellectual property that it produces under this Agreement. District agrees to grant a royalty-free, non-exclusive and irrevocable license to Agency to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by District under this Agreement. District shall grant Agency a non-exclusive, non-commercial, royalty-free right to use District’s invention for scholarly and academic purposes.
The Agency shall wholly own all intellectual property that it produces under this Agreement. Agency agrees to grant a royalty-free, non-exclusive and irrevocable license to District to reproduce, publish or otherwise use the intellectual property, except for inventions, developed by Agency under this Agreement. Agency shall grant District a non-exclusive, non-commercial, royalty-free right to use Agency’s invention for the public benefit. The District and Agency shall jointly own all intellectual property for which the inventors or creators, in accordance with US patent and copyright law, include both District and Agency personnel while working collaboratively under this Agreement.
- F. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Agency and District 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- L. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole and absolute discretion. District's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** All provisions in sections 6, 8, and 9 shall survive the termination of this Agreement.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- Q. **Force Majeure.** Neither Agency nor District shall be held responsible for delay or default caused by events outside of the Agency or District's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- R. **Confidentiality.** Agency and District are subject to the limitations and conditions of the Oregon Public Records Law and shall treat appropriately marked information as confidential to the extent required under Oregon Public Records Law. For purposes of this Section, "Confidential Information" shall mean information marked or designated in writing by either party as "confidential" prior to initial disclosure and satisfying the requirements of

ORS Chapter 192. Each party agrees that it will make reasonable efforts to maintain the confidentiality of any Confidential Information received from the other party and shall not use such Confidential Information except in performing its obligations pursuant to this Agreement.

[Signatures on Following Page]

Exhibit A SCOPE OF WORK

Scope of Work

The scope of work is set-up to provide the following services: (1) Update and test the updated model and (2) provide peer review and support for WES on evaluating modeling work performed by a consultant. The following work items are proposed:

1. Update the existing model from Version 3.1 to Version 4.1
 - a. Convert the existing model for the years 1993, 1994, 1997, 1998, 1999 from Version 3.1 to Version 4.1. This would include existing discharges for those years and would not include updated locations and discharges for other years. It is assumed at this point that the consultant would adjust locations and discharge amounts for running the model in later years. (If WES wants to update the calibration to a more recent year, an additional scope of work would be required.)
 - b. Test the converted model to debug any model-data issues. We will be checking the original model predictions to the updated model. Hopefully this check will show that the results are similar to the original work performed with the model. If not, we will debug any issues and make updates to the recent model to ensure that the original calibration is still reasonable or better than the original.
 - c. Prepare a summary Technical Memorandum showing a summary of the update and confirmation that the updated model still behaves similarly to the older model.
 - d. Organize all model files for distribution to the chosen consultant.
2. Technical support for the WES master plan modeling
 - a. Provide support to WES and the consultant on any model issues during its use in the evaluation of alternatives during the development of the Facilities Plan.
 - b. Provide peer-review of consultant's use of the model.
3. Project Management
 - a. Up to five (5) meetings and general communications with WES, the PSU modeling team, and consultant.
 - b. Provide up to three (3) presentations on model work and updates, and technical memorandum on peer review work.

Project Deliverables

PSU will work closely with WES to produce the following work products:

1. Electronic files – these include all project computer files, including background data and model, and model output files. These files will be made available by ftp site download.
2. Technical Memorandum on Model Update.
3. Presentations and draft and final summary technical memorandum as needed for reporting to WES in electronic format.

Schedule

The approximate time-line for this project is outlined in Table 1.

Table 1. Project schedule.

Task	Completion Date
Project Start	March 11, 2019
Task 1.1 Model Input Files Updated	April 15, 2019
Task 1.2 Testing of Model Update	May 15, 2019
Technical Memo on Model Update	June 1, 2019
Technical Support to WES	June 1, 2019 – December 31, 2020
Project End	December 31, 2020

Exhibit B

BUDGET

FUNDING AGENCY:	Water Environment Services, Clackamas County						
PI:	Dr. Scott Wells						
TITLE:	Willamette River Model Update and Technical Assistance						
PROJECT PERIOD:	3/11/2019 - 12/31/2020						
				Months			
Cost Category	Name	monthly / hr rate	FTE / HRS	AY	Su	3/11/2019 - 12/31/2020	Total
Salaries and Wages							
PI	Wells	\$ 16,864	100%		0.50	\$ 8,432	\$ 8,432
Assistant Research Professor	Berger	\$ 9,200	100%	2.00		\$ 18,400	\$ 18,400
Total Salaries and Wages						\$ 26,832	\$ 26,832
Fringe Benefits							
PI	Wells		38%			\$ 3,204	\$ 3,204
Assistant Research Professor	Berger		57%			\$ 10,488	\$ 10,488
Total Fringe Benefits						\$ 13,692	\$ 13,692
Total Salaries and Fringes						\$ 40,524	\$ 40,524
Travel							
						\$ 149	\$ 149
Total Travel						\$ 149	\$ 149
Total Direct Costs						\$ 40,674	\$ 40,674
Indirect Costs (F&A)			26.0%			\$ 10,575	\$ 10,575
Total Project Costs						\$ 51,249	\$ 51,249



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Public Contract
between Water Environment Services and Lucity, Inc. for
Constant Connection Program Annual Support and Maintenance

Purpose/Outcomes	Execution of the contract between Water Environment Services and Lucity, Inc. for the Constant Connection Program
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$149,872.19
Funding Source	Rate Revenue 631-01-55900-431746
Duration	Effective as of 9/30/2018 through June 30, 2019
Previous Board Action	N/A
Strategic Plan Assignment	<ol style="list-style-type: none">1. This project supports the WES Strategic Plan goal to provide properly functioning infrastructure.2. This project supports the County's Strategic Plan of building a strong infrastructure that delivers services to customers and honors, utilizes, promotes and invests in our natural resources.
Counsel Review	Approved as to form on 6/24/2019
Contact Person	Matt House, MattHou@clackamas.us 503-742-4601

BACKGROUND:

Lucity, Inc.'s Constant Connection Program has served as WES' asset management system since 2007, when the initial contract for the software was awarded through an RFP. This contract includes licensing, support, maintenance, and services that are necessary to allow WES to continue to efficiently use the Constant Connection Program through June 30, 2019.

Approval of this contract is being requested under the Local Contract Review Board Rule C-047-0288 (15); where the efficient use of an existing equipment or supplies requires compatible products or services of a particular product or service without obtaining competitive bids or proposals.

PROCUREMENT PROCESS:

This is a legacy software maintenance and support contract renewal. This software has been utilized by the County for more twelve years. It is the intent of the County to continue to utilize this vendor for the above referenced services and will be brought for Board of County Commissioners approval every five years for review or until the system is replaced.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between

Water Environment Services and Lucity, Inc. for a total contract amount not to exceed \$149,872.19.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.

OREGON GOVERNMENTAL CONTRACTING ADDENDUM

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by **Water Environment Services** ("District"), and **Lucity, Inc.** ("Contractor"). As used below, "Contract" or "Contract Documents" or similar term shall include this Addendum and the Standard Terms and Conditions for Lucity Software Technical Support and Maintenance hereby attached and incorporated by reference as Attachment A, and Constant Connection Program Ongoing Solutions for Support and Maintenance ("Attachment B"), along with the Cost Summary ("Attachment C") hereby attached and incorporated by reference. To the extent there is any conflict between the Contract Documents, the terms of this Addendum shall control.

- A.** Upon signature of the last required party, the Contract shall become effective as of September 30, 2018 and shall terminate on June 30, 2023. District and Contractor acknowledge and ratify that work was performed under this Contract prior to the date of execution. The total payments under this Contract shall not exceed One Hundred Forty-Nine Thousand Eight Hundred and Seventy Two Dollars and Nineteen Cents (\$149,872.19), as referenced in Attachment C.
- B.** All employers, including Contractor, which employ workers who work under this Contract in the State of Oregon shall comply with Oregon Revised Statutes ("ORS") Chapter 656.017 and provide required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contractors shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 per disease for each employee, and \$500,000 minimum policy limit.
- C.** The Contract Documents are 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, however District certifies that there are sufficient funds to remit payment for the first year of Contract's services. Any provisions herein which would conflict with law are deemed inoperative to that extent. The following terms and conditions are made a part of this Contract:

 - 1.** Contractor shall:

 - a)** Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract Documents.
 - b)** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract Documents.
 - c)** Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
 - d)** Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - 2.** If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract Documents as such claim becomes due, the proper officer representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract Documents.
 - 3.** The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.
 - 4.** Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
 - 5.** Payment and late fees shall be in accordance with ORS 293.462. If Contractor fails to present invoices within sixty (60) calendar days after the end of the month in which the services are rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

- D.** The insurance described in this section shall endeavor to provide written notice to the District in the event of a cancellation or material change. This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.
- 1.** The Contractor agrees to furnish the District evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the District, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to the Contract Documents. The general aggregate shall apply separately to this project / location. The District, at its option, may require reasonable evidence of insurance coverage.
 - 2.** If any other required liability insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of the Contract Documents for a duration of twelve (12) (12) months or the maximum time period the Contractor’s, whichever is greater, insurer will provide “tail” coverage as subscribed, or continuous “claims made” liability coverage for twelve (12) 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 the Contract Documents.
 - 3.** The Contractor agrees to furnish the District 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 District, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Addendum. The District, at its option, may require reasonable evidence of insurance coverage.
 - 4.** The insurance, other than the Workers’ Compensation, Professional liability and Pollution liability insurance, shall include the District and Clackamas County as additional insureds. This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. The Contractor will provide written notice to the District within sixty (60) days after a complete erosion of the aggregate limits of the general commercial Liability coverage.
 - 5.** Any obligation that District agree to a waiver of subrogation is hereby stricken.
- E.** The laws of the State of Oregon shall govern as to the interpretation, validity, and effect of this Contract without giving effect to conflict of law provisions thereof.
- F.** This Contract may be terminated by either party for cause by either Party, effective on written notice to the other party, if the other party materially breaches this Contract and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or (iii) for convenience upon sixty (60) days written notice...
- G.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty, in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle District to terminate this

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

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 Contractor, in an amount equal to District's setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

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

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

I. Indemnification

1. The Contractor agrees to indemnify, hold harmless and defend Clackamas County and District, and their 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 and based upon damage or injuries to persons or property proportionately caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees or agents.
2. Any obligation of the District to indemnify, hold harmless and defend the Contractor, its officers, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of and based on damage or injuries to persons or property proportionately caused by the errors, omissions, fault or negligence of the District or the District's employee or agents.

J. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.

K. The District will have access to certain non-public confidential or trade secret information, which has value and is protected with reasonable safeguards to maintain its secrecy. The District will make good faith efforts to exempt from all public disclosure any item marked with a restrictive legend identifying it as being Contractor's information considered confidential and proprietary that complies with Oregon Public Records

Law, ORS Chapter 192. The Contractor asserts that information contained in Exhibit C of this Contract is exempt from disclosure under Oregon Public Records Law under one or more exemptions including, but not limited to: ORS Chapter 192.345(2) (trade secret). District's disclosure of Exhibit C, in whole or in part, or any other confidential information in the District's possession will not be a breach of the Contract if such disclosure was pursuant to a request under Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process. If District is subject to such a disclosure order or receives any public records request from a third party for the disclosure of Exhibit C or any other information marked as confidential, District shall notify Contractor within a reasonable period of time of the request. Upon receipt of that notice, the Contractor shall promptly respond to such notice with specific identification of the information Contractor believes to be exempt from disclosure under ORS Chapter 192. The District will evaluate the identified documents and will respond to the request in accordance with Oregon Public Records Laws.

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

M. LIMITED LIABILITY OF CONTRACTOR. CONTRACTOR'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED TWO-TIMES THE CONTRACT MAXIMUM SET FORTH IN SECTION "A". ANY SUCH LIMITATION SHALL NOT INCLUDE BODILY INJURY, PROPERTY DAMAGE, OR INTELLECTUAL PROPERTY INFRINGEMENT CAUSED BY THE GROSS NEGLIGENCE OF THE CONTRACTOR.

IN ALL CIRCUMSTANCES INVOLVING LIABILITY FOR BODILY INJURY, PROPERTY DAMAGE, OR INTELLECTUAL PROPERTY INFRINGEMENT CAUSED BY THE GROSS NEGLIGENCE OF THE CONTRACTOR, CONTRACTOR'S LIABILITY WILL BE LIMITED TO THE AMOUNT OF INSURANCE PROCEEDS ACTUALLY PAID IN CONNECTION WITH SUCH CLAIMS, UP TO A CAP OF FIVE HUNDRED THOUSAND (\$500,000.00). IN ANY EVENT, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

N. Contractor represents, warrants, and covenants to District that during the Term, Contractor will perform the support services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and will devote adequate resources to meet its obligations under this Addendum.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CONTRACTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOFTWARE, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CONTRACTOR DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

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

Lucity, Inc.

Water Environment Services

Authorized Signature

Date

Authorized Signature

Date

Name/Title (Printed)

Name/Title (Printed)

Approved As To Form:

Clackamas County Counsel

Date

Attachment A

STANDARD TERMS AND CONDITIONS FOR

LUCITY SOFTWARE TECHNICAL SUPPORT AND MAINTENANCE

All Software Technical Support and Maintenance is provided subject to the following Standard Terms and Conditions. These provisions set forth are only obligations of Lucity, Inc. regarding Software Technical Support and Maintenance services and resources provided through the Lucity Constant Connection Program. For purposes of this Agreement, "Licensee" shall refer to the entity entitled to receive Constant Connection Program services and resources hereunder.

I. CONSTANT CONNECTION PROGRAM SERVICES AND RESOURCES:

1. Unlimited use of Lucity Constant Connection Program online and telephone support, as described in the current Constant Connection Program packet, to receive technical assistance and/or general consultation with regard to Lucity software Licensee has licensed from Lucity and for which Licensee has elected to receive Technical Support and Maintenance services and resources (the "Covered Software").
2. As they become available, Lucity will provide new versions, updates and/or enhancements to current versions of the Covered Software. Some new versions, updates and/or enhancements may require more advanced or larger capacity equipment and/or third party software. Equipment and software compatibility shall be solely Licensee's responsibility.
3. As they become available, Lucity will provide updates and enhancements to existing documentation.
4. Lucity will take all reasonable steps to correct defects in the Covered Software that are directly attributable to programming if Lucity, in its sole discretion, recognizes them as having a materially detrimental effect on the performance of the Covered Software.
5. Lucity will take all reasonable steps to have data anomalies repaired and data loss in the Covered Software directly attributable to programming minimized. This provision is subject to Licensee's performance of scheduled data backups using a prudent method of media rotation.

II. CHARGES

1. The initial Constant Connection Program period begins upon installation of the Covered Software from Lucity unless otherwise stated. All fees under this Contract are listed in Attachment C.
2. The initial Constant Connection Program fee is based upon a fixed percentage of current list price of the Covered Software. The current Constant Connection Program fee is \$__N/A__. Renewal fees are calculated annually for a 1-year period and may be subject to an inflationary adjustment defined at the time of renewal unless otherwise stated. If Licensee purchases additional Software or

licensed users for such Software, these additions will automatically be subject to additional Constant Connection Program fees and will be invoiced accordingly. Charges for any partial year of coverage will be prorated to coincide with the existing Constant Connection Program period.

3. All charges for Constant Connection Program are payable at the time of invoicing. Failure to give at least thirty (30) days notice of intention not to renew the Constant Connection Program will result in automatic renewal and Licensee will be liable for an additional year's charges. Notwithstanding this, if Licensee fails to pay any invoice within thirty (30) days of the invoice date, Lucy may withhold services until payment has been received.
4. Charges do not include charges related to third party software programs, which may be required to run the Covered Software. Licensee may be required to pay separately for any upgrades to such third party programs.
5. Lucy reserves the right to charge late fees on overdue accounts.

III. EXCLUSIONS FROM *CONSTANT CONNECTION PROGRAM*

The following is expressly excluded from the terms of this Agreement:

1. Provision, installation and/or support of new versions and/or enhancements to current versions of non-Lucy software. Non-Lucy software includes but shall not be limited to, operating system software, word processing, spreadsheet, reporting and/or database software.
2. Upgrading any hardware and memory on the system on which Licensee uses the Covered Software.
3. If Licensee is using Lucy products that require a common database, Licensee must remain current on the Constant Connection Program for all products for as long as the Covered Software is in use in order to assure the integrity of Licensee's Covered Software. Cancellation of Constant Connection Program on any one system may cause incompatibilities with related products, and performance of all Covered Software could be adversely affected.
4. Repair of the Covered Software and data if Lucy determines the failure is related to:
 - a. the equipment or supplies Licensee is using.
 - b. misuse or neglect of the Covered Software including, but not limited to, failure to perform scheduled data backups using a prudent method of media rotation.
 - c. anyone other than a member of Lucy's staff making any alteration to the Covered Software or to the system files which may affect the Covered Software.

- d. environmental conditions, including, but not limited to, insufficient, excessive, or irregular electrical power, failure of air conditioning, excessive heat or humidity, flood, water, wind or lightning.
 - e. use of the Covered Software for purposes other than those which it was expressly designed.
 - f. the relocation or reinstallation of the Covered Software.
 - g. the use of any software other than the Covered Software.
5. Lucy reserves the right to charge additional fees at its then standard rates for services performed in connection with reported incidents that are later determined to have been due to hardware, software or customizations (including, but not limited to, database triggers) not supplied by Lucy. Notwithstanding the foregoing, Lucy has no obligation to perform services in connection with issues resulting from hardware, software or customizations (including, but not limited to, database triggers) not supplied by Lucy.

IV. SOFTWARE MODIFICATIONS

Any modifications that Licensee makes to the Covered Software, including any modifications to any third party licensed software included with or embedded in the Covered Software, will render any obligations contained in this Agreement null and void. Lucy will not be liable, in any respect, for any such modifications or any errors, losses or damage resulting from such modifications. Lucy has no other responsibilities with respect to Software Technical Support and Maintenance other than those specified in this Section and will not be responsible for maintaining other than the most current, unaltered release of the Covered Software.

V. Reserved

VI. GENERAL

1. Delivery of any Constant Connection Program services and resources to Licensee by Lucy is subject to conditions beyond the control of Lucy or its agents, including but not limited to, Acts of God, acts of any public enemy, fire, flood, epidemic or quarantine restrictions, strikes, riots or civil commotion, freight or other embargoes, weather conditions or any failures by Lucy's subcontractors or suppliers.
2. Licensee may cancel Constant Connection Program by giving at least 30 days notice in advance of the annual period renewal date. Cancellations will become effective on the renewal date. No credit will be given for partial Constant Connection Program periods. If Licensee allows licensee's Constant Connection Program coverage to lapse, Licensee may purchase telephone and/or email support for currently supported Covered Software versions on an as-needed basis. Telephone and/or email support is billed at the then current hourly rate. Software updates and access to the Constant Connection Program Support web site are not available without participating in the Constant Connection Program.

3. Reinstatement of lapsed Covered Software maintenance will require full payment of Constant Connection Program fees that would have been due from the expiration of the last active Constant Connection Program period through the reinstatement date, plus a 20% administrative surcharge. Payment of the applicable amount for the current Constant Connection Program period will be due upon reinstatement. This reinstatement policy applies if Constant Connection Program has been cancelled or there is otherwise a lapse in Constant Connection Program coverage, such as for nonpayment of fees. Upon reinstatement, Licensee will receive the latest version of the Covered Software.
4. All provisions of this agreement shall be governed by the laws of Kansas.
5. If Licensee chooses not to install the latest version of the Covered Software, Lucity reserves the right to limit the scope of the Constant Connection Program services and resources provided as described on the Client's Only website "Software Support and Technical Assistance" section at http://support.lucity.com/webco/CO_SupportVersionDetails.htm.

Constant Connection Program

ONGOING SOLUTIONS FOR SUPPORT AND MAINTENANCE

Our support and maintenance program is a little different than many others. Updates are included, so we won't keep adding to your bill. We offer accessibility, a truly helpful help desk, quick reply times and staffers that are invested in finding the right answer for your issues. The Constant Connection Program is simple, affordable and effective.

SOFTWARE UPGRADES

- Semiannual Version Releases
- Service Packs provided between versions, typically one or two per version
- Patches as-needed between Service Packs

DATA CONVERSION/MIGRATION SERVICES

- Services provided as necessary with any database revisions with upgrades

ELECTRONIC DOCUMENTATION

- Accessible from the Lucity Support Center (support.lucity.com)
- Administration Manuals, User Manuals and Training Guides
- Installation and Security Help Guides
- Version Release Notes, Installation Quick Guides and Upgrade Checklists
- Data dictionaries with descriptions of table/field attributes and relationship diagrams

HELP DESK WITH UNLIMITED ACCESS

- Online help desk (support.lucity.com/helpdesk) offers 24/7 submission and tracking of technical support inquiries
- Call center (toll free 800-492-2468) is staffed by Support Specialists located at our Overland Park, KS corporate headquarters
- Call center is open Monday through Friday from 7 am to 7 pm Central to provide immediate response to inquiries
- E-mail support at support@lucity.com
- Fax support at 913-341-3128

LUCITY SUPPORT CENTER

- support.lucity.com
- Access to remote services (including software installs, troubleshooting, and demos) provided via WebEx Remote Support
- Downloads including Install Media, Release News, technical specifications, data dictionaries and field forms
- Discussion forums
- Requests for upgrades, enhancements, reports and more

USER INTERFACE UPDATED WITH EACH VERSION

- Context-sensitive Help Guide with video tutorials
- Field Definitions providing captions, table/field names, explanations of purpose, definitions and calculations

EVENTS (DISCOUNTED REGISTRATION FEES)

- Annual Conference & Training (ACT) event (act.lucity.com; 2017 event to be held in September in Kansas City, Missouri)
- Regional User Group meetings hosted semiannually by Lucity clients
- Occasional Special Interest Group meetings

LOOKING INTO LUCITY NEWSLETTER

- Monthly newsletter full of insider information pertaining to Lucity solutions



The following represents a description of that which is covered by "Back support & maintenance " and "Annual support & maintenance (existing software)" in Attachment C, Cost Summary.

Solution	Licensing	
	Quantity	Basis
Work	1	Site ³
Assets	1	Site
Mobile	2	Install ²
GIS Desktop	2	Seat ¹
GIS Web	1	Site
API	1	Site
NOTES		
¹ The number of "Seat" licenses determines the maximum number of concurrent users.		
² License basis is per Client (Desktop) installation.		
³ A Site License provides for an unlimited number of concurrent users.		

CONFIDENTIAL AND PROPRIETARY

ATTACHMENT C

COST SUMMARY

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total	
	9/30/18-6/30/19	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23		
Back support & maintenance	\$16,020.74						
Annual Support & maintenance (existing software)		\$21,895.01	\$22,442.39	\$23,003.44	\$23,578.53		
GIS Desktop - 1 License		\$2,000.00					
- GIS Desktop - ASM		\$400.00	\$410.00	\$420.25	\$430.76		
Mobile Site (site minus credit for existing 2 seats & discount)		\$24,000.00					
- Mobile Site (credit for Mobile product already owned)		-\$2,000.00					
- Mobile Site (software discount)		-\$1,000.00					
- Mobile Site - ASM (based off non-discounted price)		\$4,400.00	\$4,510.00	\$4,622.75	\$4,738.32		
Total	\$16,020.74	\$49,695.01	\$27,362.39	\$28,046.44	\$28,747.61		\$149,872.19