



Commissioners encourage public to attend public meeting digitally.

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

# AGENDA

## \*REVISED

*Added Public Hearing I.2 and Consent item F.1*

**Thursday, July 9, 2020 - 10:00 AM**

### **BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2020-57

#### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **\*\*\*COVID-19 Update**

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

1. Board Order No. \_\_\_\_\_ Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Milwaukie of a Portion of Monroe Street, County Roads #2361 and Kuehn Road, County Roads #1249 (Mike Bays, Transportation & Development)
- \*2. Board Order No. \_\_\_\_\_ Approving the Limited Delegation of Contract Signing Authority (Stephen Madkour, County Counsel)

**II. BOARD DISCUSSION ITEMS** *(The following items will be individually discussed by the Board only, followed by Board action.)*

#### **County Administration**

1. Resolution No. \_\_\_\_\_ Establishing Juneteenth as a County Holiday (Gary Schmidt)

#### **Department of Transportation & Development**

2. Approval of a Memorandum of Understanding and Letter of Commitment for the Get Moving Transportation Measure (Dan Johnson)

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

#### **A. Health, Housing & Human Services**

1. Approval of Amendment No. 3, to the Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
2. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*

3. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Older Americans Act Services for Clackamas County Residents – *Social Services*
4. Approval of Amendment No. 3, to Intergovernmental Subrecipient Agreement with City of Wilsonville - Community Center to Provide Older Americans Act Services for Clackamas County Residents - *Social Services*
5. Approval of Intergovernmental Agreement 160453, Amendment No. 1 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 a Local Subrecipient Grant Agreement Amendment No. 3 with Lifeworks Northwest to provide Relief Nursery Services in Clackamas County - *CFCC*
7. Approval of a Local Subrecipient Grant Agreement Amendment No. 1 with Todos Juntos to provide Kindergarten Readiness Partnership & Innovation Services – *CFCC*
8. Approval of Local Subrecipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services – *CFCC*
9. Approval of an Intergovernmental Agreement Amendment No. 1 with Oregon City School District to Provide Kindergarten Readiness Partnership & Innovation Services – *CFCC*
10. Approval of Local Subrecipient Grant Agreement with Clackamas Women’s Services for Shelter/Advocacy and Crisis Domestic Violence Services – *CFCC*
11. Approval of a Local Subrecipient Grant Agreement with Clackamas County Children’s Commission to Provide a Help Me Grow Liaison – *CFCC*
12. Approval of a Local Subrecipient Grant Agreement Amendment No. 1 with Immigration & Refugee Community Organizations to Provide Kindergarten Readiness Partnership & Innovation Services - *CFCC*

**B. Department of Transportation & Development**

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for the Lolo Pass Road Stabilization and Surface Preservation - *Procurement*

**C. Administration**

1. Approval of a Revised Amendment to an Intergovernmental Agreements with the State of Oregon Related to Funding for a Future County Courthouse

**D. Technology Services**

1. Approval for a Service Level Agreement between Clackamas Broadband eXchange and The Park Academy for a Dark Fiber Connection
2. Approval of an Intergovernmental Agreement with the State of Oregon Department of Administrative Services for Albert Security Monitoring
3. Service Level Agreement between Clackamas County Technology Services and Clackamas 800 Radio Group for a Dark Fiber Connection

**E. Community Corrections**

1. Approval of Intergovernmental Agreement No. 5834, Amendment No. 1 with the State of Oregon Department of Corrections Reflecting the Decrease in Inmate Welfare Funds (IWF) for Fiscal Year 2020-2021

**F. Disaster Management**

- \*1. Approval to Apply for FY 2020 Emergency Management Performance Grant between Clackamas County and the State of Oregon

**IV. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <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 9, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Request to Transfer Jurisdiction from  
Clackamas County to the City of Milwaukie of a Portion of  
Monroe Street (County Roads #2361) and Kuehn Road (County Roads #1249)**

<b>Purpose/Outcomes</b>	Jurisdictional transfer of a portion of Monroe Street and Kuehn Road to the City of Milwaukie.
<b>Dollar Amount and Fiscal Impact</b>	Cost savings in the form of staff time and Maintenance monies used on a County maintained portion of road located entirely within the City of Milwaukie. Initial cost of transfer is \$11,758, which represents the cost of a 2" asphalt overlay of that portion of Monroe St. being transferred.
<b>Funding Source</b>	Road Fund
<b>Duration</b>	Upon execution; permanent
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Building trust with good government.
<b>Counsel Review</b>	Reviewed and approved by Counsel on
<b>Procurement Review</b>	1. Was this item processed through Procurement? NO 2. If no, provide brief explanation: Not applicable.
<b>Contact Person</b>	Michael Bays, Survey/CADD Supervisor; 503-742-4667

There are certain County roads, such as Monroe Street and Kuehn Road in Milwaukie, that are wholly, mostly, or partially within various cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads.

Clackamas County and the City of Milwaukie have agreed to the transfer portions of Monroe Street and Kuehn Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of maintenance and public service. The portions of Monroe Street and Kuehn Road to be transferred are located entirely within Milwaukie city limits.

The County and the City of Milwaukie have an agreement to provide funds to the City of Milwaukie in the amount of \$11,758, which is equal to the cost of a 2" asphalt overlay, in exchange for the City assuming exclusive jurisdiction over the portion of Monroe Street and Kuehn Road containing approximately 17,000 square feet and 42,270 square feet of Right-of-

Way respectively. By accepting jurisdiction over portions of Monroe Street and Kuehn Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

The City has formally requested that the County fully transfer jurisdiction over portions of Monroe Street and Kuehn Road over to the City pursuant to ORS 373.270(6), (see attached Resolution 26-2020). Pursuant to ORS 373.270(7), the County may finalize the transfer by adopting the proposed order which is attached to this report.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order related to the transfer of jurisdiction over portions of Monroe Street and Kuehn Road and the payment to the City in an amount equivalent to a 2" asphalt overlay of that portion of Monroe Street being transferred.

Respectfully submitted,

*Michael Bays*

Michael Bays -Survey/CADD Supervisor

Attachments:

Board Order

City of Milwaukie Resolution

Exhibit A1 & A2

Exhibit B1 & B2

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

In the matter of transferring to the City of Milwaukie, jurisdiction over a portion of Monroe St, County Road No. 2361, DTD No. 12053 and Kuehn Rd, County Road No. 1249, DTD No. 22030



Board Order No. \_\_\_\_\_

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Milwaukie, by Resolution Number 26-2020, dated April 21, 2020 and the preceding negotiation between the City of Milwaukie and Clackamas County Department of Transportation and Development to transfer portions of the following roads, more particularly described in Exhibits "A-1" and "A-2" and more particularly depicted in Exhibits "B-1" and "B-2" all of which are attached to this Order:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Monroe Street	2361	12053	MP 0.0	MP 0.08	17,000;
Kuehn Road	1249	22030	MP 0.0	MP 0.16	42,270; and,

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development because said transfer would be in the best interest of the County, and the Board agrees with that assessment; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Clackamas Review on 06/10, 06/17, 06/24, 07/01; now therefore,

IT IS HEREBY ORDERED that jurisdiction over portions of Monroe Street and Kuehn Road shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway is transferred to the City of Milwaukie as of the date of this Order; and,

IT IS FURTHER ORDERED that 59,270 square feet, more or less, be removed from the County's Road Inventory; and,

IT IS FURTHER ORDERED that payment in the amount of \$11,758, which is equal to the cost of a 2" asphalt overlay, be made to the City of Milwaukie in exchange for the City assuming exclusive jurisdiction over the portion of Monroe Street and Kuehn Road, described above; and,

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

In the matter of transferring to the  
City of Milwaukie, jurisdiction over  
a portion of Monroe St, County  
Road No. 2361, DTD No. 12053 and  
Kuehn Rd, County Road No. 1249,  
DTD No. 22030



Board Order No. \_\_\_\_\_

Page 2 of 2

IT IS FURTHER ORDERED that copies of this Order be submitted to the Clackamas County Clerk's office for recording and that copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor, Finance/Fixed Asset Offices, and DTD Engineering.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**COUNCIL STAFF REPORT**

**To:** Mayor and City Council  
Ann Ober, City Manager

**Date Written:** April 3, 2020

**Reviewed:** Steve Adams, PE, City Engineer

**From:** Wendy Marshall, PE, Civil Engineer

**Subject:** **Transfer of Road Maintenance Authority from Clackamas County to City of Milwaukie – Portions of SE Monroe Street and SE Kuehn Road**

---

**ACTION REQUESTED**

Request jurisdictional transfer of portions of SE Monroe Street and SE Kuehn Road from Clackamas County to the city in accordance with the Urban Growth Management Agreement (UGMA). The transfer will be contingent upon receipt of payment from the county in the amount of \$11,758.

**HISTORY OF PRIOR ACTIONS AND DISCUSSIONS**

- April 21, 2015: Adoption of Ordinance 2096, File #A-2015-001, annexation of SE Monroe Street west of SE Linwood Avenue.
- August 20, 2019: Adoption of Ordinance 2176, File #A-2019-002, annexation of SE Kuehn Road and SE Lake Road (Cereghino Farms subdivision).

**ANALYSIS**

When public right-of-way (ROW) is annexed into the city, authority to maintain the street is not transferred, and requires a separate action. This action is requested to transfer maintenance authority to the city for the two road segments referenced above that were annexed into the city.

Prior to the transfer, the county is required to upgrade the pavement to a certain standard, or to compensate the city for application of a two-inch asphalt overlay on substandard pavement. Kuehn Road is new and meets standards. Compensation for the requested segment of SE Monroe Street has been calculated at \$11,758. Lake Road is not included in this action and will be requested for transfer later, when county funding to compensate the city for the overlay has been identified.

**BUDGET IMPACTS**

The city will receive a one-time payment of \$11,758 from the county for the city to apply a two-inch asphalt overlay for the described segment of SE Monroe Street upon approval and execution of the transfer. The transfer of roads will have a minor impact on future costs for street sweeping, repairs, and winter weather operations.



**WORKLOAD IMPACTS**

The transfer of roads will have a minor impact on future workload for street sweeping, repairs, and winter weather operations.

**CLIMATE IMPACT**

None.

**COORDINATION, CONCURRENCE, OR DISSENT**

None.

**STAFF RECOMMENDATION**

Staffs recommends that the Clackamas County Board of Commissioners be asked to transfer jurisdiction of maintenance authority of the roads referenced above.

**ALTERNATIVES**

Council may decide to not request jurisdictional authority over the roads described above.

**ATTACHMENTS**

1. Resolution
  - a. Exhibit A: Ordinance 2096 Monroe Street Transfer Area
  - b. Exhibit B: Ordinance 2176 Kuehn Road Transfer Area
  - c. Exhibit C: UGMA

**COUNCIL RESOLUTION No. 26-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, REQUESTING TRANSFER OF JURISDICTION TO THE CITY BY THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS FOR PORTIONS OF SE MONROE ST AND SE KUEHN RD.**

WHEREAS, properties and contiguous rights-of-way as described in Exhibits A and B have been annexed into the city from Clackamas County; and

WHEREAS, Oregon Revised Statute (ORS) 373.270 provides a means for cities to request the transfer of jurisdiction of county roads within city; and

WHEREAS, the city has coordinated with the county to facilitate transfer of the roads described in Exhibits A and B; and

WHEREAS, the city and county adopted an urban growth management agreement (UGMA) attached as Exhibit C; and

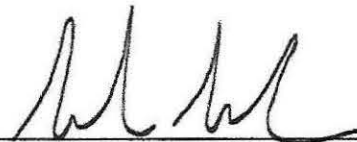
WHEREAS, the county roads described in Exhibits A and B lie within the city limits; and

WHEREAS, it is in the public interest for this transfer to take place.

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon, that the Clackamas County Board of Commissioners is asked to execute the jurisdictional transfer described above.

Introduced and adopted by the City Council on April 21, 2020.

This resolution is effective immediately.



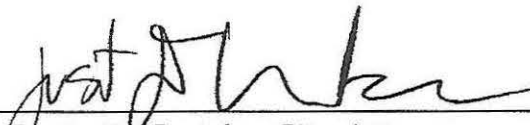
Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:



Scott S. Stauffer, City Recorder



Justin D. Gericke, City Attorney

## EXHIBIT A.1



### CITY OF MILWAUKIE

*"Dogwood City of the West"*

Ordinance No. 2096

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, ANNEXING A TRACT OF LAND IDENTIFIED AS TAX LOT 1S2E31AA01300 AND LOCATED AT 6169 SE MONROE STREET, AS WELL AS THE ADJACENT PUBLIC RIGHT-OF-WAY ON MONROE STREET, INTO THE CITY LIMITS OF THE CITY OF MILWAUKIE. (FILE #A-2015-001)**

**WHEREAS**, the territory proposed for annexation is contiguous to the City's boundary and is within the City's urban growth management area; and

**WHEREAS**, the requirements of the Oregon Revised Statutes for initiation of the annexation were met by providing written consent from all owners of land in the territory proposed for annexation; and

**WHEREAS**, the requirements of the Oregon Revised Statutes for initiation of the annexation are further satisfied in that written consent from a majority of electors is not required given that there are no electors residing on the property; and

**WHEREAS**, the territory proposed for annexation lies within the territory of Clackamas County Service District No. 5 for Street Lights and Clackamas County Service District for Enhanced Law Enforcement; and

**WHEREAS**, the annexation and withdrawals are not contested by any necessary party; and

**WHEREAS**, the annexation will promote the timely, orderly, and economic provision of public facilities and services; and

**WHEREAS**, Table 19.1504.1.E of the Milwaukie Municipal Code provides for the automatic application of City zoning and Comprehensive Plan land use designations; and

**WHEREAS**, the City conducted a public meeting and mailed notice of the public meeting as required by law; and

**WHEREAS**, the City prepared and made available an annexation report that addressed all applicable criteria, and, upon consideration of such report, the City Council favors annexation of the tract of land and withdrawal from all applicable districts based on findings and conclusions attached hereto as Exhibit A;

**NOW, THEREFORE, THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:**

Section 1. The Findings in Support of Approval and attached as Exhibit A are hereby adopted.

Section 2. The tract of land and adjacent public right-of-way described and depicted in Exhibit B are hereby annexed to the City of Milwaukie.

Section 3. The tract of land and adjacent public right-of-way annexed by this ordinance and described in Section 2 are hereby withdrawn from Clackamas County Service District for Enhanced Law Enforcement and Clackamas County Service District No. 5 for Street Lights.

Section 4. The tract of land annexed by this ordinance and described in Section 2 is hereby assigned a Comprehensive Plan land use designation of Low Density Residential and a Municipal Code zoning designation of Residential zone R-10. The public right-of-way annexed by this ordinance and described in Section 2 is hereby assigned a Comprehensive Plan land use designation of Low Density Residential, with a Municipal Code zoning designation of Residential zone R-10 on the northern half of the length of the right-of-way and Residential zone R-7 on the southern half of the length of the right-of-way.

Section 5. The City shall immediately file a copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.030 and ORS 222.005 and 222.177. The annexation and withdrawals shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

Read the first time on 4/21/15, and moved to second reading by 5:0 vote of the City Council.

Read the second time and adopted by the City Council on 4/21/15

Signed by the Mayor on 4/21/15

  
\_\_\_\_\_  
Wilda Parks, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

  
\_\_\_\_\_  
Pat DuVal, City Recorder

  
\_\_\_\_\_  
City Attorney

## Exhibit A

### FINDINGS IN SUPPORT OF APPROVAL

Based on the expedited annexation staff report for 6169 SE Monroe Street (the "Annexation Property") and adjacent public right-of-way on Monroe Street, the Milwaukie City Council finds:

1. The Annexation Property consists of one tax lot comprising 0.19 acres (Tax Map 1S2E31AA, Tax Lot 01300). In addition, the larger "Annexation Area" includes the entire width of the public right-of-way (ROW) on Monroe Street, from the current City boundary at the western edge of 6063 SE Monroe Street (two properties to the west of the Annexation Property) through the intersection with Linwood Ave. The Annexation Area is contiguous to the existing City limits via the properties along the southern border of Monroe Street. The Annexation Area is within the regional urban growth boundary and also within the City's urban growth management area (UGMA).  
  
The Annexation Property is developed with a single-family dwelling unit. The surrounding area consists of single-family dwellings.
2. The property owner seeks annexation to the City to access City services, namely sewer service.
3. The annexation petition was initiated by Consent of All Owners of Land on January 8, 2015, with an application for annexation submitted to the City on the same day (January 8, 2015). It meets the requirements for initiation set forth in ORS 222.125, Metro Code Section 3.09.040, and Milwaukie Municipal Code (MMC) Subsection 19.1102.2.A.1.
4. The annexation petition was processed and public notice was provided in accordance with ORS Section 222.125, Metro Code Section 3.09.045, and MMC 19.1104.
5. The annexation petition is being processed as an expedited annexation at the request of the property owner. It meets the expedited annexation procedural requirements set forth in MMC 19.1104.
6. The expedited annexation process provides for automatic application of City land use and zoning designations to the Annexation Area based on its existing land use designation in the County. For the Annexation Property, the existing County land use designation is Low Density Residential and the existing County zoning is Residential R10. For the ROW, the existing County land use designation is Low Density Residential and the existing zoning is split, with the County's Residential R10 zoning on the northern half of the ROW and the City's Residential Zone R-7 on the southern half.

Pursuant to MMC Table 19.1104.1.E, the automatic City Comprehensive Plan land use and zoning designations for the Annexation Property are Low Density Residential and Residential Zone R-10, respectively. The automatic City Comprehensive Plan land use designation for the ROW is Low Density

Residential; the automatic City zoning designations for the ROW are Residential Zone R-10 on the northern half and Residential Zone R-7 on the southern half.

7. The applicable City approval criteria for expedited annexations are contained in MMC 19.1102.3. They are listed below with findings in italics.
  - A. The subject site must be located within the City's urban growth management area (UGMA);  
*The Annexation Area is within the City's UGMA.*
  - B. The subject site must be contiguous to the existing city limits;  
*The Annexation Area is contiguous to the existing city limits along the southern boundary of the Monroe Street ROW.*
  - C. The requirements of Oregon Revised Statutes for initiation of the annexation process must be met;  
*Thea Tilford, owner of the Annexation Property, consented to the annexation by signing the petition. On behalf of the City, the Planning Director initiated the annexation of the ROW to be annexed. There is one registered voter residing at the Annexation Property, and that voted signed the petition. In general, ROW is not associated with any registered voters. As submitted, the annexation petition meets the Oregon Revised Statutes requirements for initiation pursuant to the "Consent of All Owners of Land" initiation method, which requires consent by all property owners and a majority of the electors, if any, residing in the Annexation Area.*
  - D. The proposal must be consistent with Milwaukie Comprehensive Plan Policies;  
*Chapter 6 of the Comprehensive Plan contains the City's annexation policies. Applicable annexation policies include: (1) delivery of City services to annexing areas where the City has adequate services and (2) requiring annexation in order to receive a City service. City sewer service is available to the Annexation Property in Monroe Street. As proposed, the annexation is consistent with Milwaukie Comprehensive Plan policies.*
  - E. The proposal must comply with the criteria of Metro Code Sections 3.09.045(d) and, if applicable, (e).  
*The annexation proposal is consistent with applicable Metro Code sections for expedited annexations as detailed in Finding 8.*
8. Prior to approving an expedited annexation, the City must apply the provisions contained in Section 3.09.045.D of the Metro Code. They are listed below with findings in italics.
  - A. Find that the change is consistent with expressly applicable provisions in:

- (1) Any applicable urban service agreement adopted pursuant to ORS 195.205;

*There are no applicable urban service agreements adopted pursuant to ORS 195 in the area of the proposed annexation. However, the City has an UGMA agreement with Clackamas County that states that the City will take the lead in providing urban services in the area of the proposed annexation. Pursuant to this agreement, the City has maintained a public sewer system in this area for several decades (since at least 1975). The proposed annexation is in keeping with the City's policy of requiring properties to annex to the City in order to connect to City services such as the new sewer line.*

- (2) Any applicable annexation plan adopted pursuant to ORS 195.205;

*There are no applicable annexation plans adopted pursuant to ORS 195 in the area of the proposed annexation.*

- (3) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;

*There are no applicable cooperative planning agreements adopted pursuant to ORS 195 in the area of the proposed annexation.*

- (4) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;

*Clackamas County completed a North Clackamas Urban Area Public Facilities Plan in 1989 in compliance with Goal 11 of the Land Conservation and Development Commission for coordination of adequate public facilities and services. The City subsequently adopted this plan as an ancillary Comprehensive Plan document. The plan contains four elements:*

- *Sanitary Sewerage Services*
- *Storm Drainage*
- *Transportation Element*
- *Water Systems*

*The proposed annexation is consistent with the four elements of this plan as follows:*

*Sewer: The City is the identified sewer service provider in the area of the proposed annexation and maintains a public sewer system that can adequately serve the Annexation Property.*

*Storm: The Annexation Property is not connected to a public storm water system. Treatment and management of on-site storm water will be required when new development occurs.*

*Transportation:* The City may require public street improvements along the Annexation Property's frontage when new development occurs.

*Water:* The City's UGMA agreement with the County identifies the City as the lead urban service provider in the area of the proposed annexation. The City maintains a public water system that can adequately serve the Annexation Property.

- (5) Any applicable comprehensive plan.

*The proposed annexation is consistent with the Milwaukie Comprehensive Plan, which is more fully described on the previous pages. The Clackamas County Comprehensive Plan contains no specific language regarding City annexations. The comprehensive plans, however, contain the City-County UGMA agreement, which identifies the area of the proposed annexation as being within the City's UGMA. The UGMA agreement requires that the City notify the County of proposed annexations, which the City has done. The agreement also calls for City assumption of jurisdiction of local streets that are adjacent to newly annexed areas. With the proposed annexation, the City will annex and then take jurisdiction of the Monroe Street right-of-way adjacent to the proposed Annexation Property.*

- B. Consider whether the boundary change would:

- (1) Promote the timely, orderly and economic provision of public facilities and services;

*The City is the identified urban service provider in the area of the proposed annexation, and the proposed annexation will facilitate the timely, orderly, and economic provision of urban services to the Annexation Property.*

*The City has public sewer and water service in this area via Monroe Street.*

- (2) Affect the quality and quantity of urban services; and

*The Annexation Property is a tax lot developed with a single-family residence. Annexation of the site is not expected to affect the quality or quantity of urban services in this area, given the surrounding level of urban development and the existing level of urban service provision in this area.*

- (3) Eliminate or avoid unnecessary duplication of facilities and services.

*The Annexation Property will be served by the Milwaukie Police Department upon annexation. In order to avoid duplication of law enforcement services, the site will be withdrawn from the Clackamas County Service District for Enhanced Law Enforcement.*



9. The City is authorized by ORS Section 222.120 (5) to withdraw annexed territory from non-City service providers and districts upon annexation of the territory to the City. This allows for more unified and efficient delivery of urban services to newly annexed properties and is in keeping with the City's Comprehensive Plan policies relating to annexation.

Wastewater: The Annexation Property is within the City's sewer service area and is served by the City's 8-inch sewer line accessible in Monroe Street.

Water: The Annexation Property is currently served by the City through a City water line in Monroe Street (4- and 10-inch water lines are available).

Storm: The Annexation Property is not connected to a public storm water system. Treatment and management of on-site storm water will be required when new development occurs.

Fire: The Annexation Property is currently served by Clackamas Fire District No. 1 and will continue to be served by this fire district upon annexation, since the entire City is within this district.

Police: The Annexation Area is currently served by the Clackamas County Sheriff's Department and is within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. The City has its own police department, and this department can adequately serve the site. In order to avoid duplication of services, the area should be withdrawn from Clackamas County Service District for Enhanced Law Enforcement upon annexation to the City.

Street Lights: The Annexation Area is currently within Clackamas County Service District No. 5 for Street Lights (the "District"). The City assumes operational responsibility for street lights and street light payments for properties within the City limits. The Annexation Property should be withdrawn from the District upon annexation.

Other Services: Planning, Building, Engineering, Code Enforcement, and other municipal services are available through the City and will be available to the site upon annexation. The Annexation Property will continue to receive services and remain within the boundaries of certain regional and county service providers, such as TriMet, North Clackamas School District, Vector Control District, and North Clackamas Parks and Recreation District.

**EXHIBIT B**

**ANNEXATION TO CITY OF MILWAUKIE**

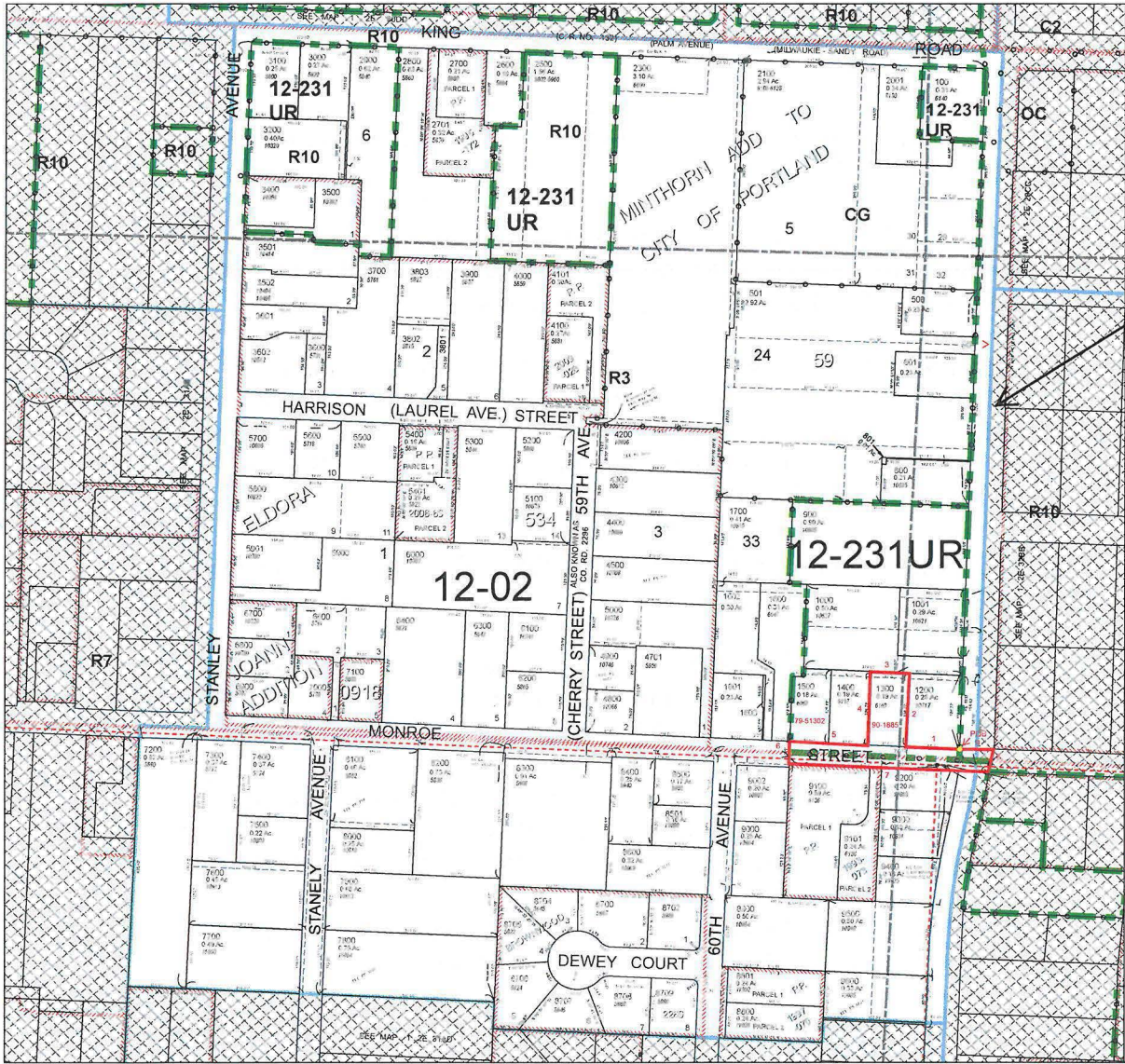
**LEGAL DESCRIPTION**

**1-2E-31AA-01300 plus Monroe St Right-of-Way**

A parcel of land in the Daniel Hathaway Donation Land Claim No. 40 in Section 31, Township 1 South, Range 2 East of the Willamette Meridian in Clackamas County, Oregon, more particularly described as follows:

BEGINNING at the intersection of the Northerly right-of-way line of SE Monroe Street with the Westerly right-of-way line of SE Linwood Avenue;

1. Thence Westerly along the Northerly right-of-way line of said SE Monroe Street, 88.0 feet to the Southeast corner of that tract of land conveyed to Richard Tilford and Thea Tilford in Instrument No. 90-01885, Clackamas County Deed Records;
2. Thence Northerly parallel with the Westerly right-of-way line of said SE Linwood Avenue, 126.77 feet, more or less, to the Northeast corner of said Tilford tract and a point on a line marked with 3/4 inch iron pipes in the Westerly right-of-way line of said SE Linwood Avenue and North 89° 59' West, 270 feet therefrom set by R.S. Milln in 1956 as PS 1837, Clackamas County Records of Survey;
3. Thence North 89° 59' West along said line marked by Milln, 67.0 feet to the Northwest corner of said Tilford tract;
4. Thence Southerly parallel with the Westerly right-of-way line of said SE Linwood Avenue, 126.77 feet, more or less, to the Southwest corner of said Tilford tract and a point on the Northerly right-of-way line of said SE Monroe Street;
5. Thence Westerly along the Northerly right-of-way line of said SE Monroe Street, 134.0 feet, more or less, to the Southwest corner of that tract of land conveyed to Thomas L. Runft and Laura J. Runft in Instrument No. 79-51302, Clackamas County Deed Records;
6. Thence Southerly parallel with the Westerly right-of-way line of said SE Linwood Avenue, 40.0 feet, more or less, to the Southerly right-of-way line of said SE Monroe Street;
7. Thence Easterly along the Southerly right-of-way line of said SE Monroe Street and the Easterly extension thereof, 349.0 feet, more or less, to the Easterly right-of-way line of said SE Linwood Avenue;
8. Thence Northerly along the Easterly right-of-way line of said SE Linwood Avenue, 40.0 feet, more or less, to a point on the Easterly extension of the Northerly right-of-way line of said SE Monroe Street;
9. Thence Westerly along said Easterly extension of the Northerly right-of-way line SE Monroe Street, 60.0 feet, more or less, to the Point of Beginning.



**Exhibit B** 12 E 31AA  
MILWAUKIE

N.E. 1/4 N.E. 1/4 SEC. 31 T.1S. R.2E. W.M.  
CLACKAMAS COUNTY  
1" = 100'

D. L. C.  
JOHN D GARRETT NO. 38  
DANIEL HATHAWAY NO 40

*Cancelled Taxlots*

1,000
1,500
2,000
2,500
3,000
3,500
4,000
4,500
5,000
5,500
6,000
6,500
7,000
7,500
8,000
8,500
9,000
9,500
10,000

**SE LINWOOD AVENUE**

- Parcel Boundary
- Private Road ROW
- Historical Boundary
- Railroad Centerline
- Tax Lot Lines
- Map Index
- Utilities
- Land Use Zoning
- Plots
- Valley
- Corner
- Section Corner
- 1/4th Line
- Cont. Lot Line
- DLC Line
- Metes and Bounds
- PLH Section Line
- Historic Corridor
- Historic Overlay 20'

**Key to Legal Description**

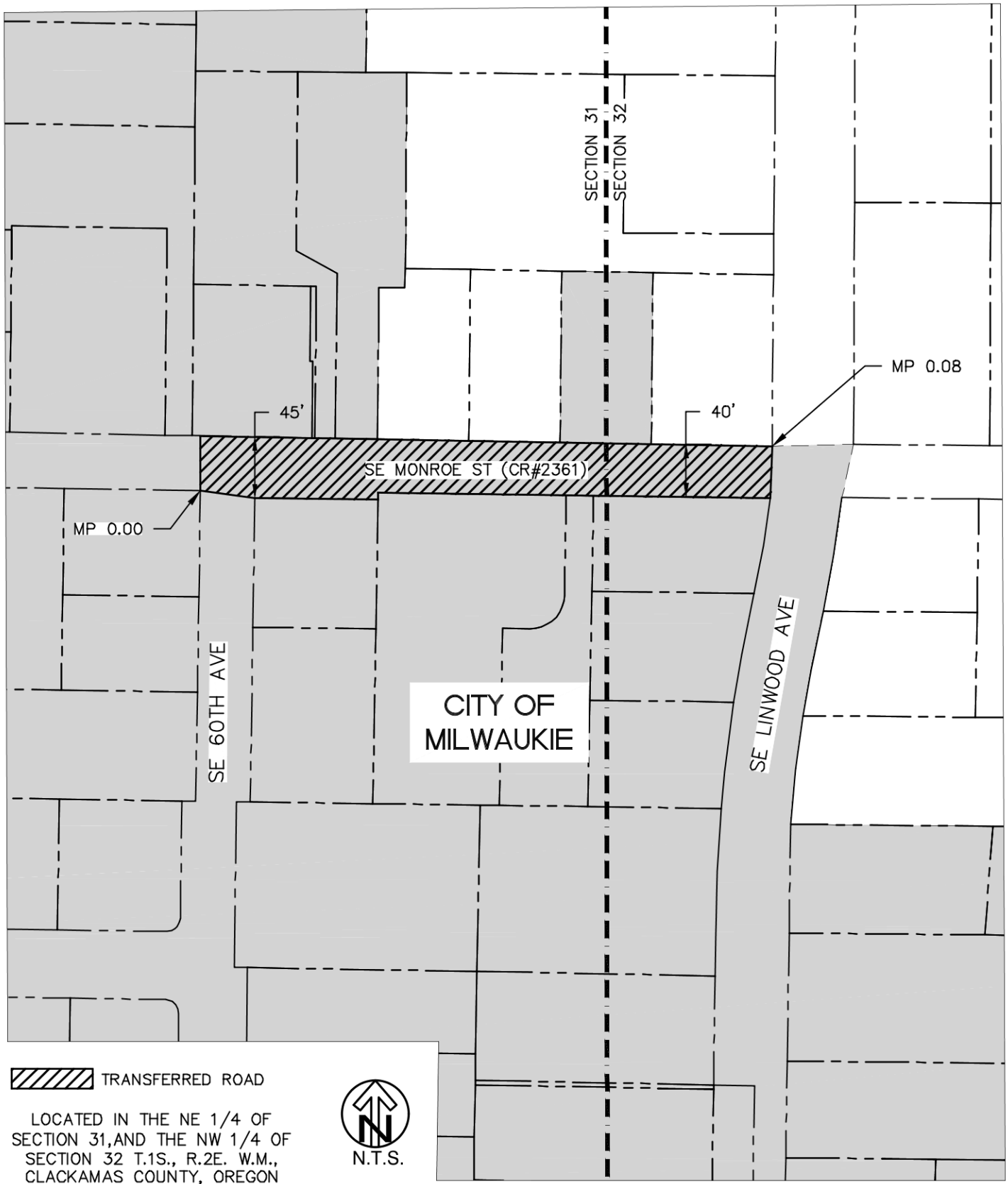
- 1 = West 1/2 of SE Corner of 90-1885
- 2 = North 1/2 of 77' mt
- 3 = North 20' of 50' mt, 47' 0"
- 4 = Section 125.37' mt
- 5 = West 1/2 of 1 1/2' mt to SW Corner of 78-51102
- 6 = Section 140.0' mt
- 7 = East 1/2 of 34.0' mt
- 8 = North 1/2 of 48.0' mt
- 9 = West 1/2 of 68.0' mt

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

10/22/2013

12 E 31AA  
MILWAUKIE

# EXHIBIT A.2



 TRANSFERRED ROAD

LOCATED IN THE NE 1/4 OF SECTION 31, AND THE NW 1/4 OF SECTION 32 T.1S., R.2E. W.M., CLACKAMAS COUNTY, OREGON



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: M.BAYS

DATE: 4/6/2020

JURISDICTIONAL TRANSFER  
MONROE STREET  
COUNTY ROAD #2361

SHEET

1 OF 1



**COUNCIL ORDINANCE No. 2176**

**AN ORDINANCE OF THE CITY OF MILWAUKIE, OREGON, ANNEXING INTO THE CITY LIMITS THE PUBLIC RIGHTS-OF-WAY OF SE LAKE ROAD AND SE KUEHN ROAD ADJACENT TO THE CEREGHINO FARMS SUBDIVISION AND THE PORTION OF SE LAKE ROAD WEST TO THE CURRENT CITY LIMITS (FILE #A-2019-002).**

WHEREAS, the territory proposed for annexation is contiguous to the city's boundary and is within the city's urban growth management area (UGMA); and

WHEREAS, the requirements of the Oregon Revised Statutes (ORS) for initiation of the annexation were met by the City Council approving a motion to initiate the annexation at its regular session meeting on May 21, 2019; and

WHEREAS, the territory proposed for annexation lies within the territories of both the Clackamas County Service District for Enhanced Law Enforcement and Clackamas County Service District #5 for Street Lights; and

WHEREAS, the annexation and withdrawals are not contested by any necessary party; and

WHEREAS, the annexation will promote the timely, orderly, and economic provision of public facilities and services; and

WHEREAS, the annexed public right-of-way will receive Comprehensive Plan land use and zoning designations equivalent to the adjacent properties; and

WHEREAS, the city conducted two public hearings and mailed notice as required by law; and

WHEREAS, the Planning Commission held a public hearing on July 23, 2019, and recommended approval of the annexation; and

WHEREAS, the city prepared and made available an annexation report that addressed all applicable criteria, and, upon consideration of such report, the City Council favors annexation of the public right-of-way and withdrawal from all applicable districts based on findings and conclusions attached hereto as Exhibit A.

**Now, Therefore, the City of Milwaukie does ordain as follows:**

Section 1. The Findings in Support of Approval attached as Exhibit A are hereby adopted.

Section 2. The public rights-of-way described and depicted in Exhibit B is hereby annexed to the City of Milwaukie.

Section 3. The public rights-of-way annexed by this ordinance and described in Section 2 is hereby withdrawn from both the Clackamas County Service District for Enhanced Law Enforcement and Clackamas County Service District #5 for Street Lights.

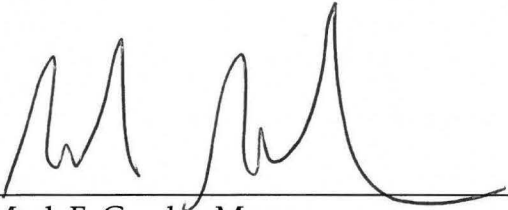
Section 4. The public rights-of-way annexed by this ordinance and described in Section 2 is hereby assigned a comprehensive plan land use designation of low density residential (LDR) and a municipal code zoning designation of residential R-10.

Section 5. The city shall immediately file a copy of this ordinance with Metro and other agencies required by Metro Code Chapter 3.09.030, ORS 222.005, and ORS 222.177. The annexation and withdrawal shall become effective upon filing of the annexation records with the Secretary of State as provided by ORS 222.180.

Read the first time on 8/20/19, and moved to second reading by 5:0 vote of the City Council.

Read the second time and adopted by the City Council on 8/20/19.

Signed by the Mayor on 8/20/19.



---

Mark F. Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:



---

Scott S. Stauffer, City Recorder



---

Justin D. Gericke, City Attorney

**EXHIBIT A**  
**FINDINGS IN SUPPORT OF APPROVAL**

Based on the staff report for the annexation of the public right-of-way in SE Lake Road and SE Kuehn Road adjacent to the Cereghino Farms subdivision property as well as the SE Lake Road ROW west to the current city limits, the Milwaukie City Council finds:

1. The Annexation Territory consists of approximately 2.16 acres of public right-of-way (ROW) in SE Lake Road and SE Kuehn Road, found on Assessor Maps 1S2E31CC, 2S2E06BA, 2S2E06BB, and 2S2E06BD. The Annexation Territory is contiguous to the existing city limits via the existing SE Lake Road ROW to the west as well as via a residential property at the southwest corner of SE Lake Road and SE Kuehn Road. The Annexation Territory is within the regional urban growth boundary and also within the city's urban growth management area (UGMA).  
  
Clackamas County currently has maintenance authority over the ROW that comprises the Annexation Territory, though the city expects to initiate a transfer of that authority following annexation. The surrounding area consists of residential dwellings and lots (mostly single-family).
2. The City Council initiated annexation of the Annexation Territory on May 21, 2019, in conjunction with the recent annexation of the Cereghino Farms subdivision property (Ordinance 2171, land use file #A-2019-001). The city seeks annexation of the SE Lake Road and SE Kuehn Road ROW to provide greater contiguity of the city limits to the Cereghino Farms subdivision property. The proposed annexation meets the requirements for initiation set forth in Oregon Revised Statutes (ORS) 222.111, Metro Code Section 3.09.040, and Milwaukie Municipal Code (MMC) 19.1102.2.A.4.
3. The annexation petition was processed, and public notice was provided in accordance with ORS 222.170(1), Metro Code Section 3.09.030, and MMC 19.1102.
4. The proposed annexation would adjust the city boundary on the comprehensive plan land use map and zoning map. The application includes a proposal to show the appropriate city land use and zoning designations over the Annexation Territory; for ROW, those designations are determined by the designations of the adjacent properties. The existing comprehensive plan land use and zoning designations on the adjacent properties, both in the county and within the current city boundary, are low density residential and residential R-10, respectively. As proposed, the city land use and zoning designations for the Annexation Territory would also be low density residential and residential R-10, respectively.
5. The approval criteria for annexations are contained in MMC 19.1102.3. They are listed below with findings in italics.

A. The subject site must be located within the city's urban growth boundary (UGB);

*The Annexation Territory is within the regional UGB and within the city's UGMA.*

- B. The subject site must be contiguous to the existing city limits;

*The Annexation Territory is contiguous to the existing city limits via the existing SE Lake Road ROW to the west as well as via a residential property at the southwest corner of SE Lake Road and SE Kuehn Road.*

- C. The requirements of the ORS for initiation of the annexation process must be met;

*As allowed by ORS 222.111, the City Council initiated the annexation by a motion approved at its regular session meeting on May 21, 2019.*

- D. The proposal must be consistent with Milwaukie Comprehensive Plan policies;

*Chapter 6 of the comprehensive plan contains the city's annexation policies. Applicable annexation policies include: (1) delivery of city services to annexing areas where the city has adequate services and (2) requiring annexation in order to receive a city service. City sewer and water services are available in the SE Lake Road portion of the Annexation Territory; bringing the Annexation Territory into the city will make those services available to other nearby unincorporated properties if they choose to annex. As proposed, the annexation is consistent with Milwaukie Comprehensive Plan policies.*

- E. The proposal must comply with the criteria of Metro Code Section 3.09.050, which refers to criteria (d) and (e) of Section 3.09.045.

*The annexation proposal is consistent with applicable Metro code sections for annexations, as detailed in Finding 6.*

- F. The proposal must comply with the criteria of MMC 19.902 for Zoning Map Amendments and Comprehensive Plan Map Amendments, if applicable.

*The annexation would add new territory within the city limits, and the new territory must be designated on both the zoning map and the comprehensive plan map for land use. These additions effectively constitute amendments to the zoning map and comprehensive plan map.*

The approval criteria for zoning map amendments and comprehensive plan amendments are provided in MMC 19.902.6.B and 19.902.3.B, respectively. Collectively, the criteria address issues such as compatibility with the surrounding area, being in the public interest and satisfying the public need, adequacy of public facilities, consistency with transportation system capacity, consistency with goals and policies of the Milwaukie Comprehensive Plan and relevant Metro plans and policies, and consistency with relevant State statutes and administrative rules.

*MMC Table 19.1104.1.E establishes automatic zoning map and comprehensive plan map designations for expedited annexations. Compliance with the table is essentially equivalent to specific findings that address individual criteria for zoning map and comprehensive plan map amendments, such as compatibility, public need, etc. In essence, if a proposed designation is consistent with the table, it is consistent with the various applicable plans and policies.*

*In the case of the proposed annexation, the public ROW will assume the zoning designation of adjacent properties, which is R-10 both for incorporated and unincorporated lots in this area. The application includes a proposal to designate the Annexation Territory according to the*



*guidance of MMC Table 19.1104.1.E, from a county zoning designation of Residential R-10 to a city designation of R-10 for zoning and a county land use designation of Low Density Residential to a city designation of Low Density Residential for land use. The approval criteria for both proposed amendments are effectively met.*

6. Prior to approving an annexation, the city must apply the provisions set forth in Metro Code Section 3.09.050.D, which references subsections D and E of Section 3.09.045. They are listed below with findings in italics.

A. Find that the change is consistent with expressly applicable provisions in:

- (1) Any applicable urban service agreement adopted pursuant to ORS 195.205;

*There are no applicable urban service agreements adopted pursuant to ORS 195 in the area of the proposed annexation. The city has an UGMA agreement with Clackamas County that outlines procedures and practices for coordinating land use planning activities. The proposed annexation is in keeping with the city's policy of requiring properties to annex to the city in order to connect to city services.*

- (2) Any applicable annexation plan adopted pursuant to ORS 195.205;

*There are no applicable annexation plans adopted pursuant to ORS 195 in the area of the proposed annexation.*

- (3) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020 (2) between the affected entity and a necessary party;

*There are no applicable cooperative planning agreements adopted pursuant to ORS 195 in the area of the proposed annexation.*

- (4) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services;

*Clackamas County completed a North Clackamas Urban Area Public Facilities Plan in 1989 in compliance with Goal 11 of the Land Conservation and Development Commission for coordination of adequate public facilities and services. The city subsequently adopted this plan as an ancillary comprehensive plan document. The plan contains four elements:*

- Sanitary Sewerage Services*
- Storm Drainage*
- Transportation Element*
- Water Systems*

*The proposed annexation is consistent with the four elements of this plan as follows:*

*Wastewater: The city maintains a public sewer system in SE Lake Road within the Annexation Territory that can adequately serve the area. The existing sewer system in SE Kuehn Road is maintained by Clackamas County Water Environment Services (WES); staff intends to seek jurisdictional transfer of the sewer system to the city following annexation.*

*Storm: The city has a short segment of storm line on the north side of the ROW at 4637 SE Lake Road but no other stormwater facilities in the SE Lake Road or SE Kuehn Road ROW.*

Transportation: Clackamas County currently maintains SE Lake Road and SE Kuehn Road. Following this annexation of ROW, the city will initiate a transfer of jurisdiction for maintenance authority.

Water: Clackamas River Water (CRW) is the identified water service provider in this plan. However, the city's more recent UGMA agreement with the county identifies the city as the lead urban service provider in the area of the proposed annexation. The city's water service master plan for all of the territory within its UGMA addresses the need to prepare for future demand and coordinate service provision changes with CRW. The city has 6-in and 12-in cast iron pipe (CIP) water mains in SE Lake Road west of SE Kuehn Road and a 12-in CIP water main in Lake Road east of SE Kuehn Road. CRW maintains an 8-in ductile iron pipe (DIP) water main in SE Lake Road east of SE Kuehn Road and a 6-in CIP water main in SE Kuehn Road. As per the city's intergovernmental agreement (IGA) with CRW, CRW will continue to provide water service within the Annexation Territory.

(5) Any applicable comprehensive plan.

As discussed in Finding 5, the proposed annexation is consistent with the Milwaukie Comprehensive Plan. The Clackamas County Comprehensive Plan contains no specific language regarding city annexations. The comprehensive plans, however, contain the city-county UGMA agreement, which identifies the area of the proposed annexation as being within the city's UGMA. The UGMA agreement requires that the city notify the county of proposed annexations, which the city has done. The agreement also calls for city assumption of jurisdiction of local streets that are adjacent to newly annexed areas. The city will initiate a transfer of jurisdiction for the newly annexed ROW in SE Lake Road and SE Kuehn Road once the annexation is official.

B. Consider whether the boundary change would:

(1) Promote the timely, orderly, and economic provision of public facilities and services;

As discussed above in Finding 6-a, the city is the primary identified urban service provider in the area of the proposed annexation. The proposed annexation will facilitate the timely, orderly, and economic provision of urban services to properties abutting the Annexation Territory.

The city has public sewer service via a sewer line in SE Lake Road. As per the UGMA agreement discussed above in Finding 6-a, CRW will continue to provide water service to the surrounding area through its existing water lines within the Annexation Territory.

(2) Affect the quality and quantity of urban services; and

The Annexation Territory consists of approximately 2.16 acres of public ROW in SE Lake Road and SE Kuehn Road. Annexation of the site is not expected to affect the quality or quantity of urban services in this area, given the surrounding level of urban development and the existing level of urban service provision in this area.

(3) Eliminate or avoid unnecessary duplication of facilities and services.

*Upon annexation, the Annexation Territory will be served by the Milwaukie Police Department. The city will also assume responsibility for the street lights in the Annexation Territory; however, with the city's current enrollment in PGE Option A, maintenance of these street lights will be performed by PGE. To avoid duplication of law enforcement and street lighting services, the site will be withdrawn from both the Clackamas County Service District for Enhanced Law Enforcement and Clackamas County Service District #5 for Street Lights, respectively, upon annexation.*

C. A city may not annex territory that lies outside the UGB, except that it may annex a lot or parcel that lies partially within and partially outside the UGB.

*The Annexation Territory is entirely within the regional UGB.*

7. The city is authorized by ORS 222.120(5) to withdraw annexed territory from non-city service providers and districts upon annexation of the territory to the city. This allows for more unified and efficient delivery of urban services to newly annexed properties and is in keeping with the city's comprehensive plan policies relating to annexation.

Wastewater: *The city maintains a public sewer system in SE Lake Road within the Annexation Territory that can adequately serve the area. The existing sewer system in SE Kuehn Road is maintained by WES; staff intends to seek jurisdictional transfer of the sewer system to the city following annexation.*

Water: *CRW is the water service provider identified in the North Clackamas Urban Area Public Facilities Plan. However, the city's more recent UGMA agreement with the county identifies the city as the lead urban service provider in the area of the proposed annexation. The city's water service master plan for all of the territory within its UGMA addresses the need to prepare for future demand and coordinate service provision changes with CRW. The city has 6-in and 12-in CIP water mains in SE Lake Road west of SE Kuehn Road and a 12-in CIP water main in Lake Road east of SE Kuehn Road. CRW maintains an 8-in DIP water main in SE Lake Road east of SE Kuehn Road and a 6-in CIP water main in SE Kuehn Road. As per the city's IGA with CRW, CRW will continue to provide water service within the Annexation Territory, which should not be withdrawn from this district at this time.*

Storm: *The city has a short segment of storm line on the north side of the ROW at 4637 SE Lake Road but no other stormwater facilities in the SE Lake Road or SE Kuehn Road ROW.*

Fire: *The Annexation Territory is currently served by Clackamas Fire District #1 and will continue to be served by the district upon annexation, since the entire city is within this district.*

Police: *The Annexation Territory is currently served by the Clackamas County Sheriff's Department and is within the Clackamas County Service District for Enhanced Law Enforcement, which provides additional police protection to the area. The city has its own police department, and this department can adequately serve the area. To avoid duplication of services, the area will be withdrawn from this district upon annexation to the city.*

Street Lights: *The Annexation Territory is currently within Clackamas County Service District #5 for Street Lights but will be withdrawn from this district upon annexation.*

*Other Services: Community development, public works, planning, building, engineering, code enforcement, and other municipal services are available through the city and will be available to the area upon annexation as necessary. The Annexation Territory will continue to remain within the boundaries of certain regional and county service providers, such as TriMet, North Clackamas School District, Vector Control District, and North Clackamas Parks and Recreation District.*



AKS ENGINEERING & FORESTRY, LLC  
12965 SW Herman Road, Suite 100, Tualatin, OR 97062  
P: (503) 563-6151 | www.aks-eng.com

AKS Job #6685-02

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

## EXHIBIT B

### Annexation Description

A portion of right-of-way, located in the Northwest One-Quarter of Section 6, Township 2 South, Range 2 East, Willamette Meridian, Clackamas County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of the Elisha Kellogg Donation Land Claim No. 54, also being on the west line of Document Number 2015-052983, Clackamas County Deed Records; thence along said west line, North 01°19'24" East 226.08 feet to the northeast corner of Document Number 2017-074698, Clackamas County Deed Records, also being on the southerly right-of-way line of SE Lake Road (45.00 feet from centerline), and the Point of Beginning; thence along said southerly right-of-way line along a non-tangent curve to the right with a Radius of 5774.58 feet, a Delta of 01°36'36", a Length of 162.28 feet and a Chord of North 70°42'56" West 162.27 feet; thence continuing along said southerly right-of-way line, North 69°54'38" West 154.92 feet; thence continuing along said southerly right-of-way line (variable width from centerline), North 72°46'23" West 100.12 feet; thence continuing along said southerly right-of-way line (50.00 feet from centerline), North 69°54'38" West 48.41 feet; along a curve to the right with a Radius of 5779.58 feet, a Delta of 00°54'03", a Length of 90.87 feet and a Chord of North 69°27'36" West 90.87 feet to the northwest corner of said deed, also being on the easterly right-of-way line of SE Kuehn Road, County Road No. 1249, (15.00 feet from center line); thence along said easterly right-of-way line, South 00°58'18" West 818.63 feet to the northwest corner of Document Number 2007-064347, Clackamas County Deed Records; thence leaving said easterly right-of-way line, North 87°34'13" West 30.00 feet to the westerly right-of-way line of SE Kuehn Road, County Road Number 1249, (variable width from centerline); thence along said westerly right-of-way line, Northerly 475 feet, more or less, to the southeast corner of Document Number 2006-109951, Clackamas County Deed Records, also being on the City of Milwaukie city limits line; thence continuing along said westerly right-of-way line and said city limits line, Northerly 385 feet, more or less, to the intersection of said westerly right-of-way line and the southerly right-of-way line of SE Lake Road (30.00 feet from centerline); thence along said southerly right-of-way line and said city limits line, Northwesterly 273 feet, more or less, to the southwesterly extension of the easterly line of Document Number 2011-010989, Clackamas County Deed Records; thence along said southwesterly extension and said city limits line, Northeasterly 60 feet, more or less, to the southeasterly corner of said deed, also being on the northerly right-of-way line of SE Lake Road (variable width from centerline); thence leaving said city limits line along said northerly right-of-way line, Southeasterly 881 feet, more or less, to the northerly extension of the west line of said Document Number 2015-052983; thence along said northerly extension and the west line of said Document Number 2015-052983, Southerly 101 feet, more or less, to the Point of Beginning.

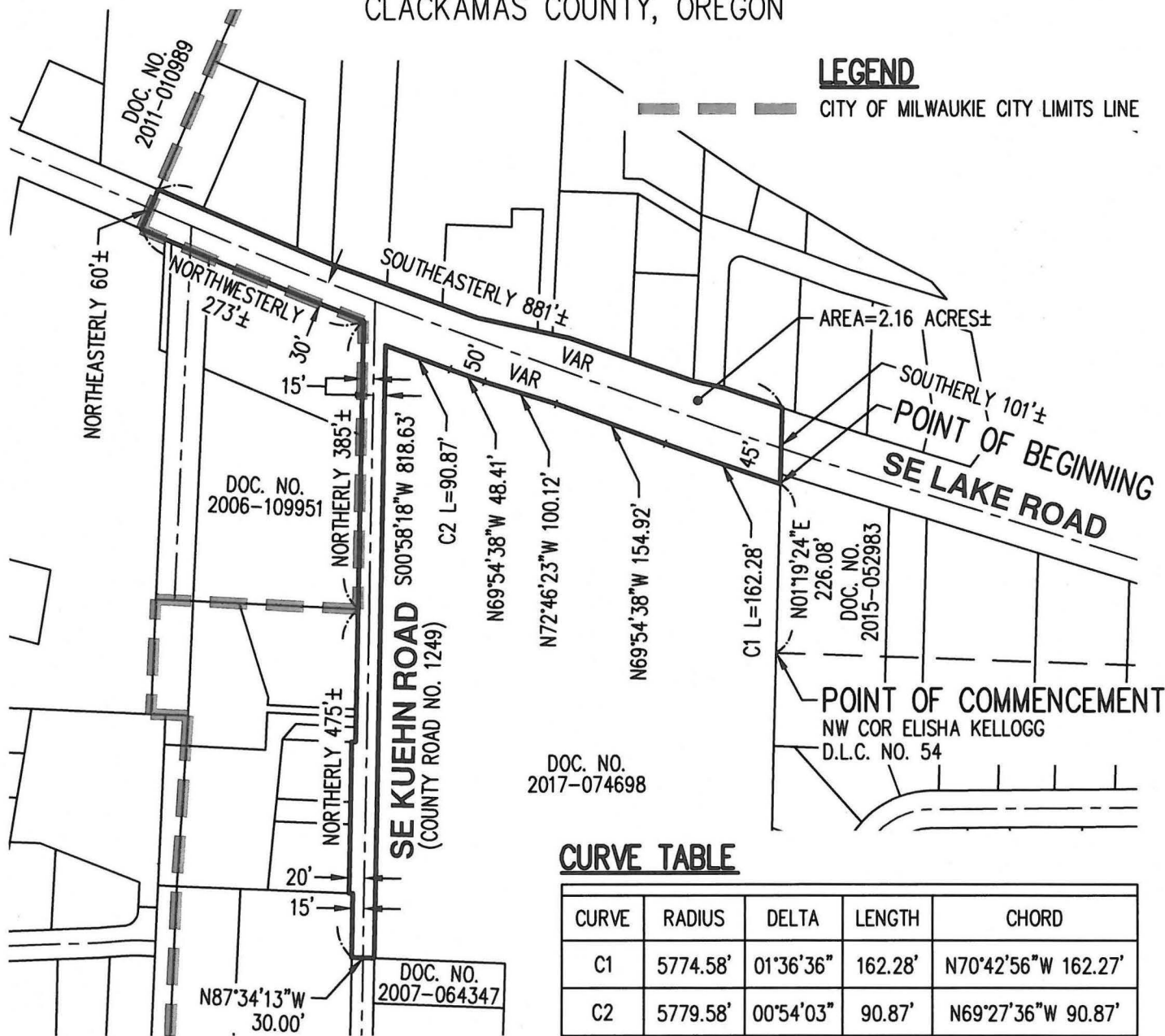
The above described tract of land contains 2.16 acres, more or less.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Benjamin R Huff*  
**OREGON  
MARCH 14, 2017  
BENJAMIN R HUFF  
84738PLS  
RENEWS: 6/30/21**

# EXHIBIT B

A PORTION OF RIGHT-OF-WAY,  
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 6,  
 TOWNSHIP 2 SOUTH, RANGE 2 EAST, WILLAMETTE MERIDIAN,  
 CLACKAMAS COUNTY, OREGON



### CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	5774.58'	01°36'36"	162.28'	N70°42'56"W 162.27'
C2	5779.58'	00°54'03"	90.87'	N69°27'36"W 90.87'

7/12/2019

**REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR**

### PREPARED FOR

CITY OF MILWAUKIE  
 6101 SE JOHNSON CREEK BOULEVARD  
 MILWAUKIE, OR 97206

SCALE: 1" = 200 FEET



*Benjamin R Huff*  
 OREGON  
 MARCH 14, 2017  
 BENJAMIN R HUFF  
 84738PLS  
 RENEWS: 6/30/21

<b>ANNEXATION MAP</b>		<b>EXHIBIT B</b>
AKS ENGINEERING & FORESTRY, LLC 12965 SW HERMAN RD, STE 100 TUALATIN, OR 97062 503.563.6151 WWW.AKS-ENG.COM		DRWN: WCB CHKD: BRH AKS JOB: 6685-02





NE 1/4 NW1/4 SEC. 6 T.2S. R.2E. W.M.  
CLACKAMAS COUNTY

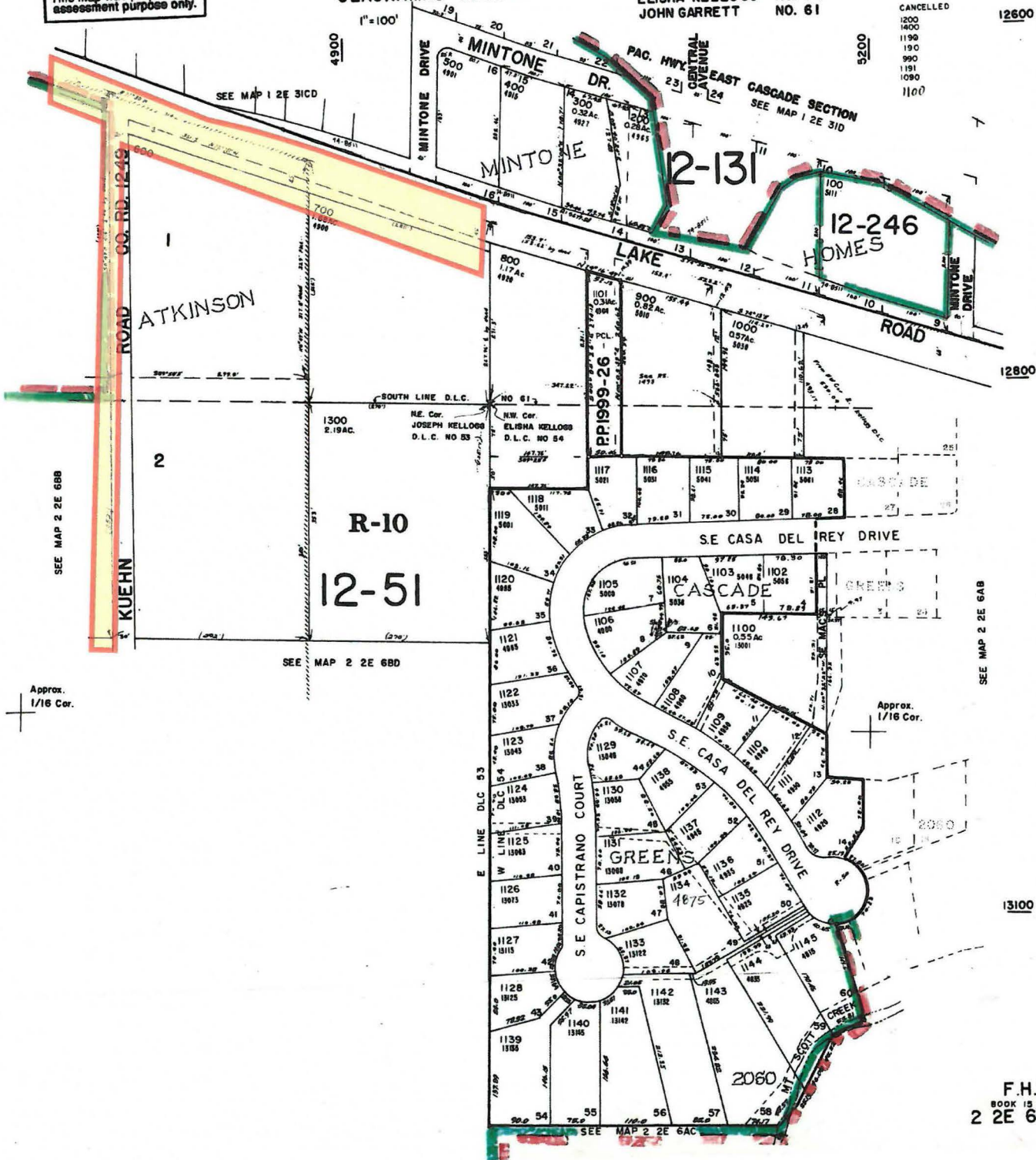
D. L.C.  
JOSEPH KELLOGG NO 53  
ELISHA KELLOGG NO. 54  
JOHN GARRETT NO. 61

CANCELLED  
1200  
1400  
1190  
190  
990  
1191  
1090  
1100

This map was prepared for  
assessment purposes only.

1"=100'

4700



SEE MAP 2 2E 68B

Approx.  
1/16 Cor.

SEE MAP 2 2E 68D

SEE MAP 2 2E 6AB

Approx.  
1/16 Cor.

13100

F.H.D.  
BOOK 15  
2 2E 68A

78 23444.43



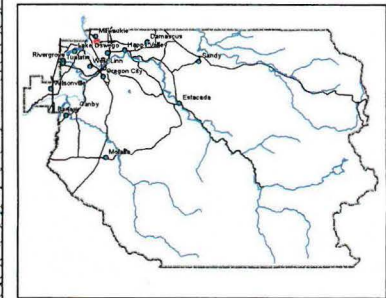
N.W.1/4 N.W.1/4 SEC.6 T.2S. R.2E. W.M.  
CLACKAMAS COUNTY  
1" = 100'

D. L. C.  
JOHN D. GARRETT NO. 38 & 61  
JOSEPH KELLOGG NO. 53

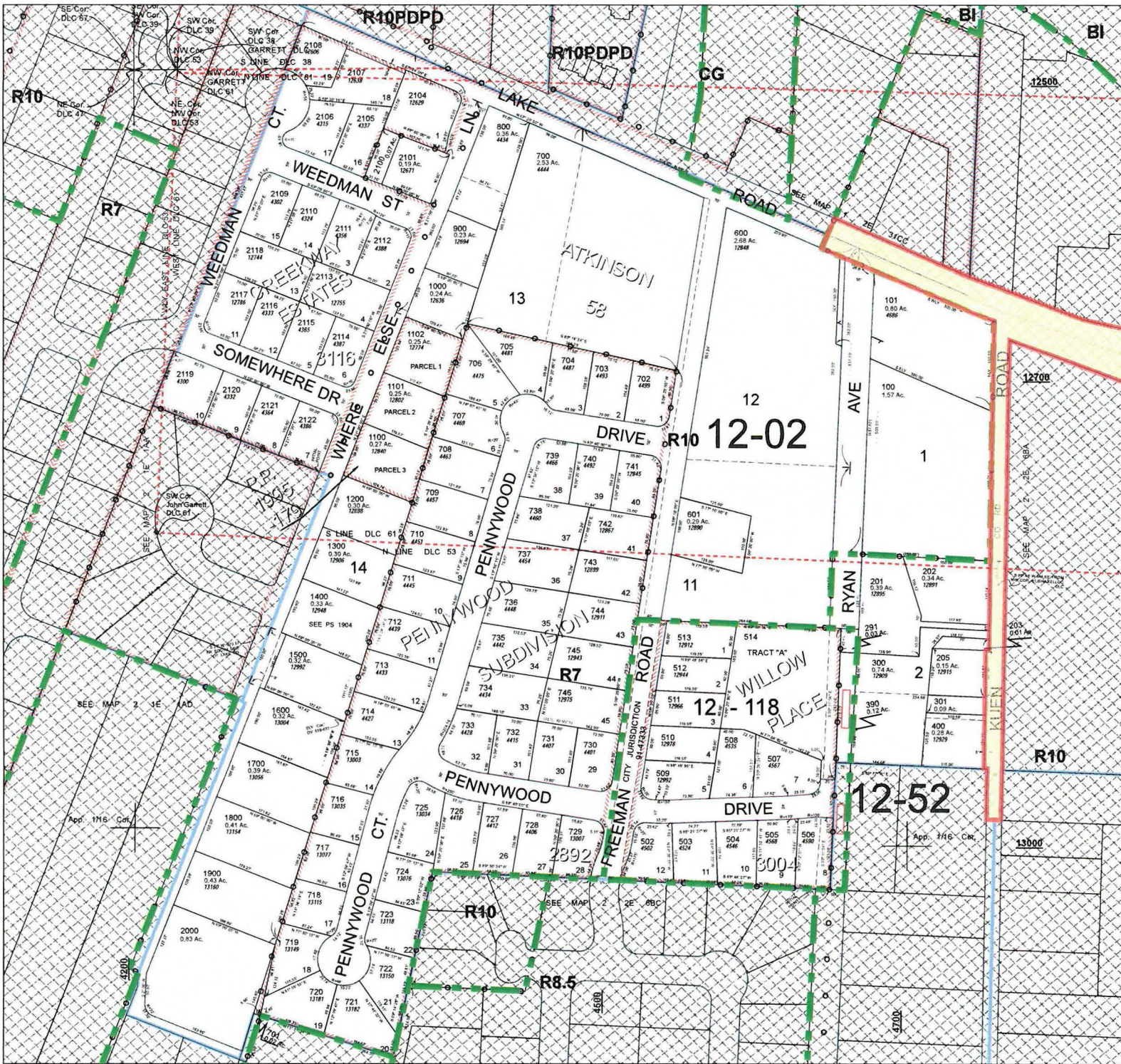
Cancelled Taxlots

- 200
- 204
- 500
- 500U1
- 500U2
- 501
- 590
- 591
- 594
- 596
- 2102
- 2103

- Parcel Boundary
- - - Private Road ROW
- - - Historical Boundary
- - - Railroad Centerline
- TaxCodeLines
- Map Index
- WaterLines
- Land Use Zoning
- Plats
- Water
- Corner
- Section Corner
- 1/16th Line
- Govt Lot Line
- DLC Line
- Meander Line
- PLSS Section Line
- Historic Corridor 40'
- Historic Corridor 20'



THIS MAP IS FOR ASSESSMENT PURPOSES ONLY



This map was prepared for assessment purposes only.

SE 1/4 NW 1/4 SEC. 6 T.2S. R.2E. W.M.  
CLACKAMAS COUNTY

D. L. C.  
JOSEPH KELLOGG NO 53

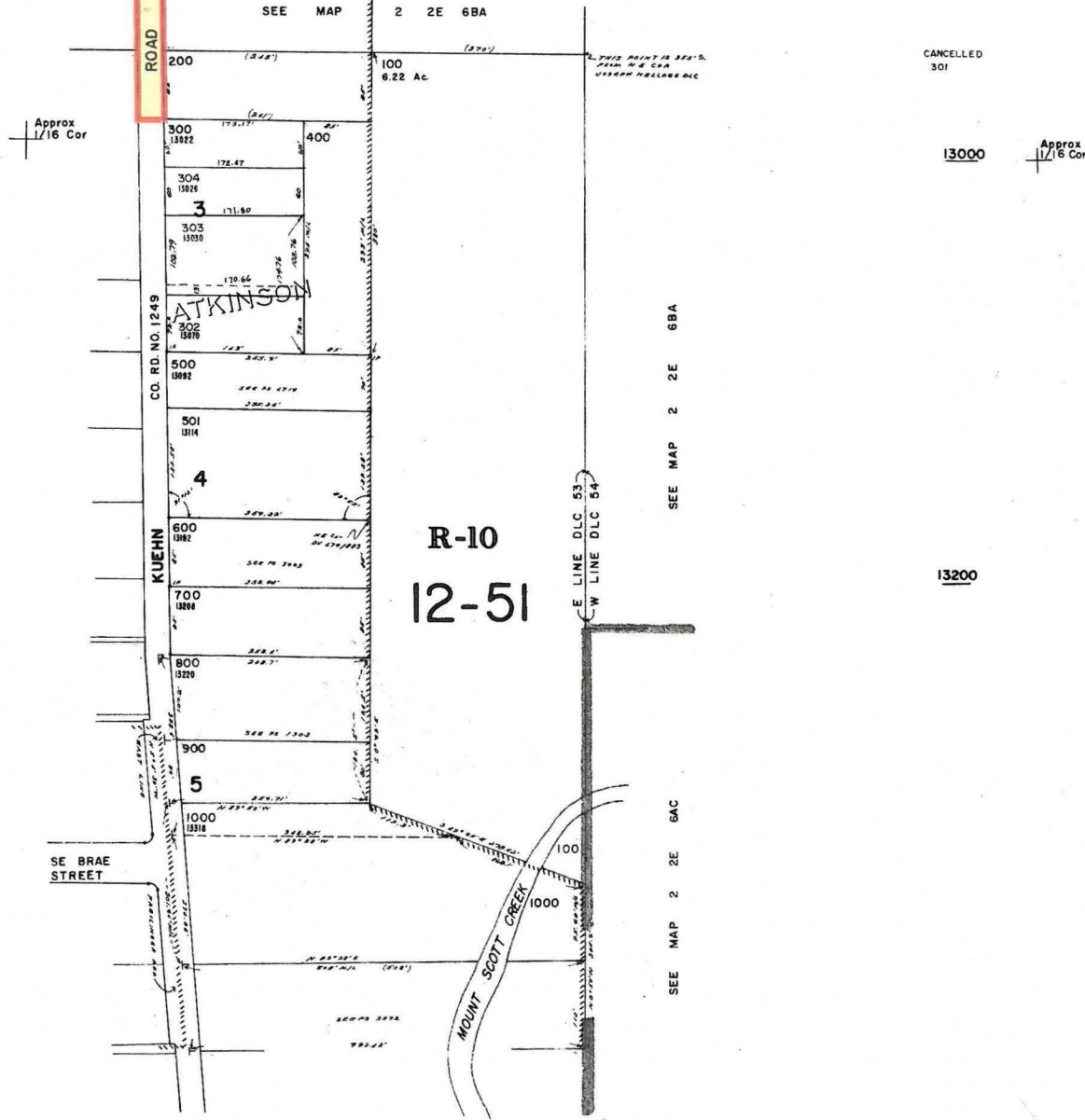
2 2E 6BD

1"=100'

4700

5000

9200



CANCELLED  
301

13000

13200

SEE MAP 2 2E 6BC

SEE MAP 2 2E 6BA

SEE MAP 2 2E 6AC

SEE MAP 2 2E 6CA

9-11-69 D.H.

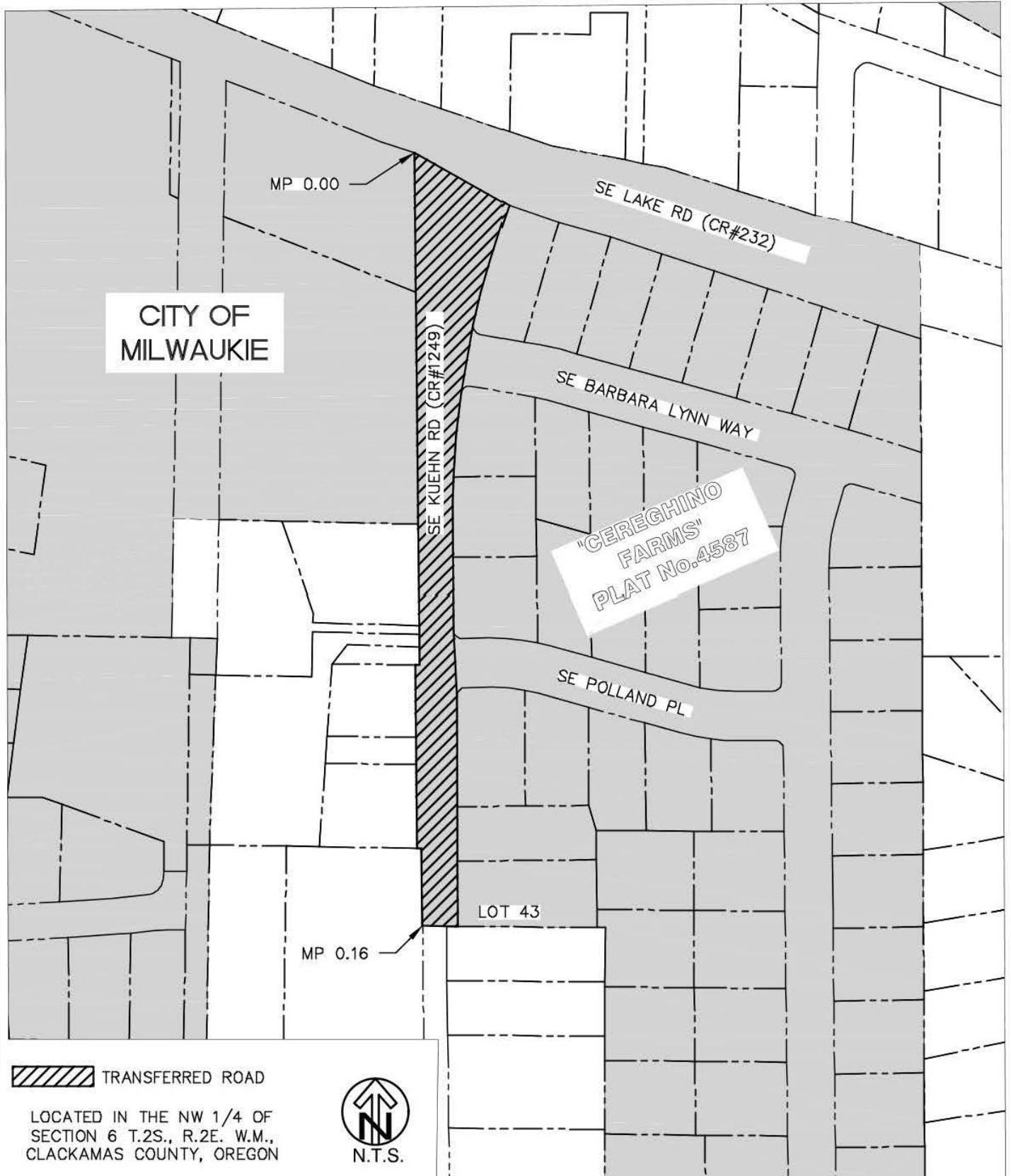
Approx  
1/16 Cor

F.H.D.

13500 BOOK 15  
Approx  
Center Sec  
2 2E 6BD



# EXHIBIT B.2



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



BY: M.BAYS DATE: 4/7/2020  
JURISDICTIONAL TRANSFER  
KUEHN ROAD  
COUNTY ROAD #1249

SHEET  
1 OF 1

EXHIBIT C

H 90 - 506

Urban Growth Management Agreement

THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY

The City of Milwaukie (CITY) and Clackamas County (COUNTY) enter into this Agreement in order to satisfy statutory requirements for land use coordination, to establish working communication channels, and to implement orderly and cost-effective conversion of potential urban land to urban uses.

WHEREAS, ORS 197.190(1) requires counties to coordinate plans and planning activities within a county; and

WHEREAS, ORS 227.090(1) authorizes cities to undertake planning activities for land adjacent to their incorporated areas; and

WHEREAS, ORS 197.175(2) authorizes cities and counties to undertake comprehensive planning and implementation measures; and

WHEREAS, the CITY's interests are best served in defining its role as a service provider within the general North Clackamas area, and in defining its responsibilities in providing cost-effective and coordinated services to said area in the future; and

WHEREAS, the COUNTY's interests are best served by fulfilling its responsibility for ensuring coordinated land use plans throughout the county and for adopting a Public Facilities Plan that serves as a framework for future cost-effective service provision in urbanizing areas; and

WHEREAS, the CITY's and COUNTY's interests are best served by establishing processes and procedures whereby issues of regionalization and/or various interjurisdictional service delivery arrangements can be explored;

NOW THEREFORE, the parties hereto agree as follows:

A. Urban Growth Boundary Management Area

1. The Urban Growth Boundary Management area in which the CITY and COUNTY have mutual interest in coordinating effective and efficient service delivery shall be that area identified in EXHIBIT A.
2. The CITY shall adopt the North Clackamas Urban Area Public Facilities Plan, developed through a County coordinated process, for the area within the Urban Growth Management Boundary identified in EXHIBIT A.
3. Notification and referral procedures set out in Section C of this Agreement shall apply to the area within the Urban Growth Management Boundary identified in EXHIBIT A.

Urban Growth Management Agreement  
THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY

B. Dual Interest Areas

1. The CITY shall assume a lead role in providing urbanizing services, whenever possible and according to adopted capital improvement programs, in the area identified as Dual Interest Area A in EXHIBIT A.
2. The COUNTY will not oppose CITY programs and projects which accomplish service provision within Dual Interest Area A.
3. The CITY and COUNTY agree the area identified as Dual Interest Area B in EXHIBIT A warrants particularly close coordination, notification, and review of appropriate provision of services.
4. The Dual Interest Area boundaries may be amended at any time by consent of both parties.

C. Action Notification Procedures

1. The CITY and COUNTY shall provide notice at least thirty (30) days in advance of the first public hearing on all proposed quasi-judicial or legislative changes to each jurisdiction's respective Plans, zoning, or implementation ordinances affecting land within the Urban Growth Management Boundary as identified in EXHIBIT A.
2. The COUNTY shall provide notification to the CITY at least fifteen (15) days prior to staff decision on applications for administrative actions as provided for in the COUNTY's Zoning and Development Ordinance for applications within the Dual Interest Areas as identified in EXHIBIT A.
3. The COUNTY shall provide notification to the CITY at least thirty-five (35) days prior to the first scheduled public hearing on all land use actions before the County Hearings Officer affecting land within the Dual Interest Areas as identified in EXHIBIT A.
4. A reasonable response time will be provided and any response will be included within the record of the action. Lack of response will be considered "no objection" to the proposal.
5. Within the Dual Interest Areas, notification procedures specified in Section C(1) shall be in effect, with the added requirement that written concurrence or no objection shall be the appropriate and necessary response by each party.
6. If an annexation to the CITY occurs, the CITY shall assume jurisdiction of COUNTY roads and local access roads that are within or abutting the area annexed. As a condition of jurisdiction transfer for roads not built to the CITY street standards, on the date of the final decision on

Urban Growth Management Agreement  
THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY

the annexation, the COUNTY shall either reimburse the CITY for the actual cost of the overlay or the COUNTY shall install the overlay itself over the width of the then-existing pavement. However, if the width of pavement is less than twenty (20) feet, the sum shall be calculated for an overlay twenty (20) feet wide. The cost of asphaltic concrete overlay to be used in the calculation shall be the average of the most current asphaltic concrete overlay projects performed by each of the CITY and COUNTY. Arterial roads shall be considered for transfer on a case-by-case basis. Terms of transfer for arterial roads shall be negotiated and agreed to by both jurisdictions.

D. Urban Service Coordination Committees

1. The CITY and the COUNTY shall meet at a minimum once each quarter to discuss issues and activities of mutual concern as identified in the North Clackamas Urban Area Public Facilities Plan.
2. A minimum of four (4) Coordination Committees shall be established, corresponding to the four public facilities of sanitary sewerage services, water supply and delivery services, storm drainage provision, and transportation planning. Other service systems, such as parks and recreation planning, may be organized as coordination committees.
3. In addition to issues identified in the North Clackamas Urban Area Public Facilities Plan, each coordination committee shall address regional coordination and cooperation, service operation and maintenance concerns where there are joint responsibilities, future facility locations, and future funding sources.

E. Term of Agreement

1. This Agreement may be amended in writing by the concurrence of both signatory jurisdictions, with each elected body acting at a regular public meeting.
2. This Agreement may not be terminated except during either jurisdiction's Periodic Review. At such time, either party may terminate this Agreement after one hundred twenty (120) days written notice to the other party, provided, however, that in the event this action is taken, termination shall not occur until after a representative of the Department of Land Conservation and Development (DLCD) reviews this Agreement and the concerns of both jurisdictions regarding its successful operation.
3. This Agreement supersedes previous agreements, if any.

Urban Growth Management Agreement  
THE CITY OF MILWAUKIE AND CLACKAMAS COUNTY

IN WITNESS WHEREOF, the respective parties have caused to be signed in their behalf to make and enter into this Agreement this 24th day of May, 1990.

CITY OF MILWAUKIE

CLACKAMAS COUNTY  
BOARD OF COMMISSIONERS

By: Roger A. Hall  
Roger A. Hall, Mayor

By: Darlene Hooley  
Darlene Hooley, Chairperson  
Board of Commissioners

ATTEST:

By: Dale Harlan  
Dale Harlan  
Commissioner

By: Jerri L. Widner  
Jerri L. Widner  
City Recorder

By: Ed Lindquist  
Ed Lindquist  
Commissioner



Exhibit A-1

Monroe Street Transfer of Jurisdiction

Clackamas County to the City of Milwaukie

Description

A portion of Monroe Street, Clackamas County Road No. 2361 lying in sections 31 and 32, T.1S., R.2E., W.M. and within the boundary of the City of Milwaukie, more particularly described below.

A 40 to 45 foot wide road Right of Way lying West of the Westerly Right of Way of Linwood Avenue, Market Road #37 and East of the Northerly extension of the Westerly Right of Way of SE 60<sup>th</sup> Avenue

Containing 17,000 Sq.Ft. of Right of Way, more or less.

Exhibit A-2

Kuehn Road Transfer of Jurisdiction

Clackamas County to the City of Milwaukie

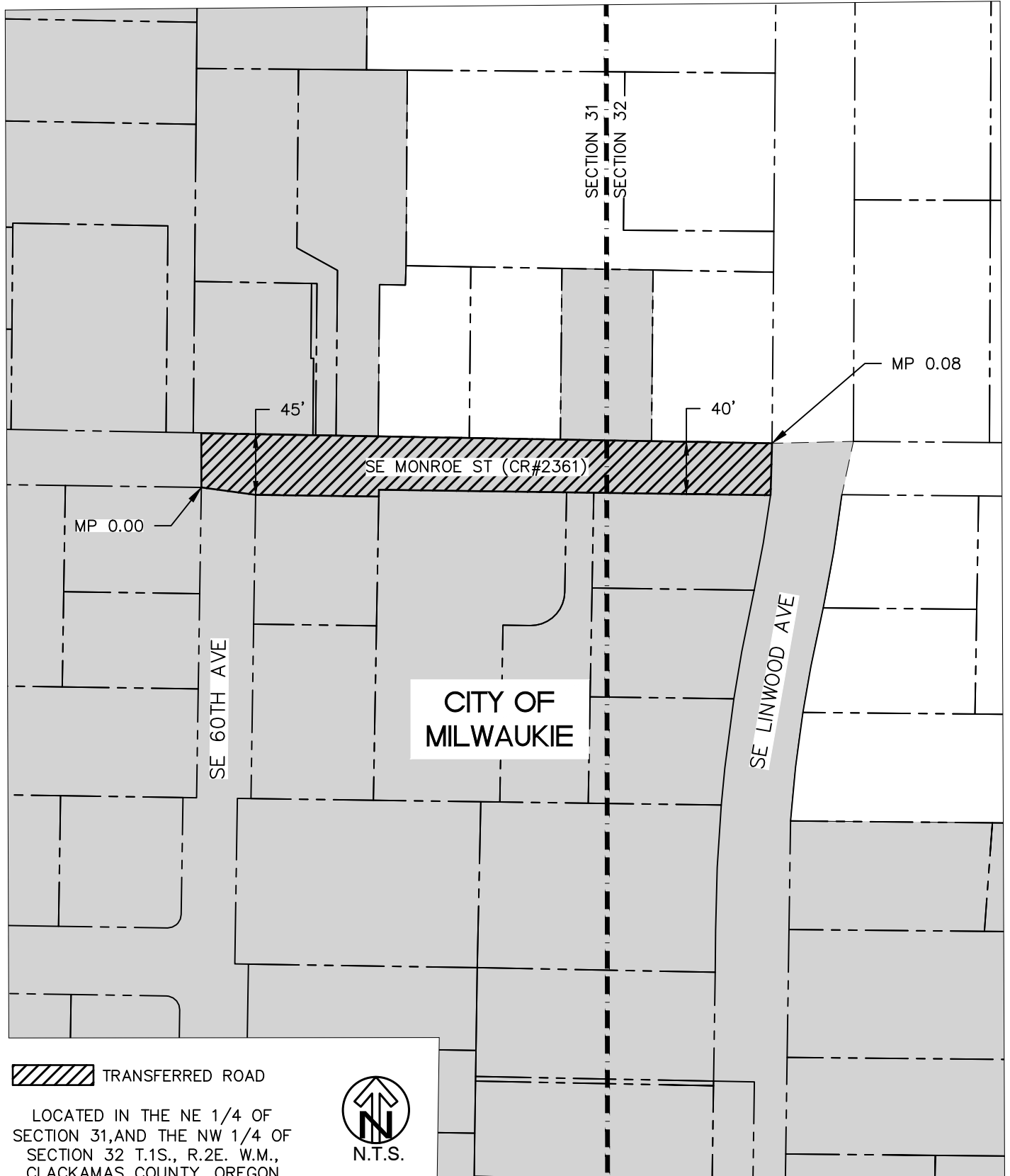
Description

A portion of Kuehn Road, Clackamas County Road No. 1249 lying in section 6, T.2S., R.2E., W.M. and within the boundary of the City of Milwaukie, more particularly described below.

A variable width road Right of Way lying South of the Southerly Right of Way of Lake Road, County Road No. 232 and North of the Westerly extension of the South line of lot 43, "Cereghino Farms" Plat No. 4587.

Containing 42,270 Sq.Ft. of Right of Way, more or less.

# EXHIBIT "B-1"



DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: M. BAYS

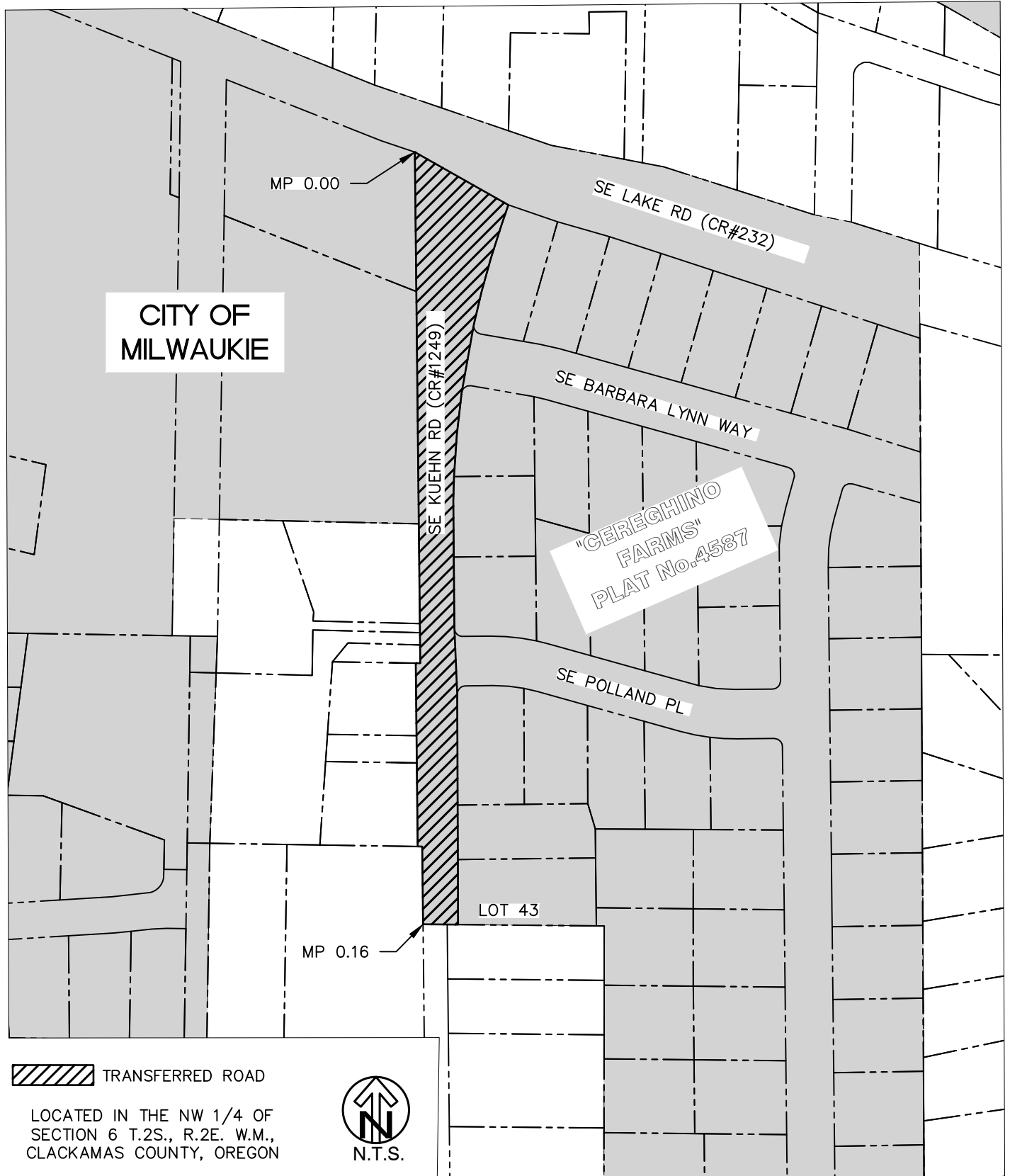
DATE: 4/27/2020

JURISDICTIONAL TRANSFER  
MONROE STREET  
COUNTY ROAD #2361

SHEET

1 OF 1

# EXHIBIT "B-2"



TRANSFERRED ROAD

LOCATED IN THE NW 1/4 OF SECTION 6 T.2S., R.2E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD  
OREGON CITY, OR 97045



BY: M.BAYS

DATE: 4/27/2020

JURISDICTIONAL TRANSFER  
KUEHN ROAD  
COUNTY ROAD #1249

SHEET

1 OF 1



**OFFICE OF COUNTY COUNSEL**

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

**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

July 9, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

**A Board Order Approving the Limited Delegation of Contract Signing Authority**

<b>Purpose/Outcomes</b>	Delegate limited contract signing authority to certain positions not included in current LCRB Rule C-05-0100 as a result of job title change.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinitely
<b>Previous Board Action</b>	The Board regularly revisits the issue of delegation of contract signing authority.
<b>Counsel Review</b>	Reviewed by Andrew Narus, Andrew Naylor, and Stephen Madkour
<b>Strategic Plan Alignment</b>	The delegation of contract signing authority to the Procurement Manager aligns with the strategic priority of building public trust through good government.
<b>Contact Person</b>	Andrew Naylor, Assistant County Counsel; 503-742-4623
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Board has previously delegated limited contract signing authority to certain department positions pursuant to the Local Contract Review Board Rules, Rule C-050-0100. However, due to a change in position title, the current list of positions is incomplete and/or inaccurate.

The proposed Board Order updates the current contract signing authority delegation list to include the position of Procurement Manager, which is currently listed in Rule C-050-0100 as “Procurement Division Director.”

If approved by the Board, this delegation will allow the Procurement Manager to sign certain contracts on behalf of Clackamas County.

**RECOMMENDATION:**

Staff respectfully requests that the Board adopt the proposed Board Order approving the limited delegation of contract signing authority.

Respectfully submitted,

/s/ Andrew Naylor

Andrew Naylor  
Assistant County Counsel

Attachments:  
Proposed Board Orders

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

In the Matter of Limited Delegation  
of Contract Signing Authority



Board Order No. \_\_\_\_\_

*Page 1 of 2*

**Whereas**, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts, contract amendments, and renewals;

**Whereas**, the Board has previously delegated limited contract signing authority to certain department positions pursuant to the Local Contract Review Board Rules, Rule C-050-0100;

**Whereas**, the previous delegation via Rule C-050-0100 is no longer complete due to updated position names, titles, and other changes that occurred subsequent to promulgation of the rule;

**Whereas**, the Board agrees that it is necessary to delegate limited contract signing authority to certain positions that are not included in Rule C-050-0100, whether by position title changes, omissions, or otherwise;

**NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:**

1. The following officers and employees of Clackamas County holding the positions listed below have authority to sign Contracts with a value not to exceed a total of \$150,000 in the aggregate for any one project or for any one contractor in a fiscal year:

Procurement Manager

2. The officers and employees listed above also have authority to sign Contract amendments or renewals, if the amendment does not exceed 10% of the original Contract amount or \$150,000 for the entirety of the term of the Contract, whichever is less.
3. As used herein, “Contract” shall be defined as set forth in the Local Contract Review Board Rules, Rule C-046-0110.

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

In the Matter of Limited Delegation  
of Contract Signing Authority



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2020

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary





**OFFICE OF COUNTY COUNSEL**

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

**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

July 9, 2020

Board of County Commissioners  
 Clackamas County

Members of the Board:

**A Board Resolution Establishing Juneteenth as a County Holiday**

<b>Purpose/Outcomes</b>	<i>Beginning in 2021, the Board Resolution establishes June 19<sup>th</sup> as a County holiday to be known as Juneteenth</i>
<b>Dollar Amount and Fiscal Impact</b>	<i>Approximately \$100,000.</i>
<b>Funding Source</b>	<i>County General Fund</i>
<b>Duration</b>	<i>Indefinitely</i>
<b>Previous Board Action</b>	<i>The Board of County Commissioners gave preliminary support for establishing Juneteenth as a County holiday at its policy session on June 23, 2020.</i>
<b>Counsel Review</b>	<i>Reviewed by Stephen Madkour</i>
<b>Strategic Plan Alignment</b>	<i>Build public trust through good government        Grow a vibrant economy        Ensure safe, healthy and secure communities</i>
<b>Contact Person</b>	<i>County Administrator, Gary Schmidt and County Counsel, Stephen L. Madkour at 503-742-5391</i>
<b>Contract No.</b>	<i>N/A</i>

**BACKGROUND:**

Juneteenth is the oldest celebration commemorating the abolition of slavery in the United States today which celebrates the freedom and achievements of African Americans. Clackamas County acknowledges the impacts of slavery and is committed to promoting racial healing, reconciliation, restoration, justice and equitable opportunities of all people. The Board finds that a County holiday will encourage all residents to remember and celebrate this important historical event.

**RECOMMENDATION:**

Staff respectfully requests that the Board of County Commissioners adopt the proposed Board Resolution establishing Juneteenth as a County holiday to be first recognized on June 19, 2021.

Respectfully submitted,



Stephen Madkour  
County Counsel

Gary Schmidt  
County Administrator

Attachments:  
Proposed Board Resolution

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

In the Matter of a Resolution  
Establishing Juneteenth as a  
County Holiday



Board Resolution No. \_\_\_\_\_  
*Page 1 of 1*

**Whereas**, Clackamas County acknowledges the discriminatory, traumatic and generational harm caused by 400 years of slavery.

**Whereas**, Juneteenth is the annual observation recognizing the Emancipation Proclamation, which occurred on January 1, 1863 but all remaining slaves in Texas received the news on June 19, 1865. On this day 42 states in the US including the District of Columbia commemorate the abolition of legal slavery which gave all slaves freedom and equal rights. This day is also known as Freedom Day and Emancipation Day and is honored in African American communities nationwide.

**Whereas**, Juneteenth is the oldest observed celebration commemorating the abolition of slavery in the United States today which celebrates the freedom and achievement of African Americans.

**Whereas**, Clackamas County is committed to promoting racial healing, reconciliation, restoration, justice and equitable opportunities of all people.

**NOW THEREFORE, the Clackamas County Board of County Commissioners proclaims as follows:**

1. June 19<sup>th</sup> shall be a County holiday known as Juneteenth. The Board of County Commissioners encourages all residents, institutions, businesses and community groups to observe Juneteenth as a day of remembrance and celebration.

**DATED** this 9<sup>th</sup> day of July, 2020.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 9, 2020

Board of Commissioners  
Clackamas County

Members of the Board:

Approval of a Memorandum of Understanding and Letter of Commitment for the  
Get Moving Transportation Measure

<b>Purpose/Outcomes</b>	Signature of the Get Moving 2020 Letter of Commitment, McLoughlin Memorandum of Understanding and 82 <sup>nd</sup> Avenue Memorandum of Understanding.
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	Upon execution; permanent
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	This aligns with the Board's Strategic Goal to find funding for the next Phase (from 122nd-172nd) of the Sunrise Gateway multimodal corridor improvements by 2024. It also aligns with DTD's mission to provide services so that future generations can experience and invest in a healthy, safe and livable community and with the long-range planning goals of securing outside funding for projects and adding projects to the 5-year Capital Improvement Plan.
<b>Counsel Review</b>	Reviewed and approved by Counsel on 07/01/20
<b>Procurement Review</b>	1. Was this item processed through Procurement? NO 2. If no, provide brief explanation: Not applicable.
<b>Contact Person</b>	Mike Bezner, Assistant - Director; 503-742-4651

The Metro Council is preparing to consider referral of the Get Moving 2020 Transportation Measure at their July 16<sup>th</sup> meeting. Metro has asked that jurisdictions with projects in the measure sign non-binding agreements in the form of a Letter of Commitment and Memorandums of Understanding (MOU) to express their intent to support implementation upon passage. Upon referral and passage of the measure, Metro will establish binding IGA's with all partner jurisdictions prior to implementation.

**RECOMMENDATION:**

Staff respectfully requests that the Board approves and authorizes signature of the Get Moving 2020 Letter of Commitment and 82<sup>nd</sup> Avenue & McLoughlin MOU's.

Respectfully submitted,

*Mike Bezner*

Mike Bezner, Assistant-Director DTD

Attachments: Letter of Commitment, McLoughlin MOU, 82<sup>nd</sup> MOU, Project Description Sheets

Dear President Peterson & Metro Councilors,

Clackamas County is committed to doing our part for Get Moving 2020. As an agency that owns, maintains and operates pieces of the regional transportation system, we appreciate the importance of working together with our regional partners to build a complete system that serves our collective community.

The context for each project is unique. Upon voter passage of the measure, we commit to working with you to further document project delivery roles and responsibilities through intergovernmental agreements that will provide more detail regarding agency roles, risks and oversight, as well as the community engagement, planning, design and construction needs for the projects within available budget allocations.

Through this non-binding letter of commitment\*, we also express our intent to operate within the project delivery guidelines Metro establishes for:

- Participation in program oversight structures and procedures
- Adherence to conditions on project delivery for funding eligibility
- Following the process for managing project changes during project development
- Fostering inclusive public engagement in project planning, design and construction.

Clackamas County will work with Metro and other project delivery agencies to support delivery of projects within the corridors listed below and described in the proposed project definition sheets (attached).

- **82<sup>nd</sup> Avenue**
- **Sunrise & Hwy 212 Complete Streets & Local Connections Project Planning & Design**
- **Hwy 212 Complete Streets & Local Connections Project**
- **Clackamas to Columbia Corridor (C2C)**
- **McLoughlin Blvd**

Pending Metro Council action on the package, the final project definition sheets will be included as an Exhibit to the Metro resolution that will refer the funding measure to the region's voters.

Clackamas County continues to be committed to working with Metro and the region to identify transportation solutions that serve all of the citizens of our county and our region.

Thank you for leadership in this effort.

Sincerely,

Chair Jim Bernard

*\*Metro and Clackamas County acknowledge that this letter shall be non-binding and that no party will be bound to an agreement unless and until they review, approve, execute and deliver a final and definitive written agreement related to Get Moving 2020. Until such time that a final and definitive written agreement has been executed, any party may terminate further negotiation and participation at their sole discretion.*

# MEMORANDUM OF UNDERSTANDING FOR DELIVERY OF PROJECTS ON MCLOUGHLIN CORRIDOR

This memorandum of understanding (MOU) between Clackamas County, ODOT, TriMet, and Metro demonstrates project partner support for delivering projects within the McLoughlin Corridor and outlines the preliminarily agreed to conditions of investment upon passage of Get Moving 2020, which will be finalized in binding intergovernmental agreements following passage of the measure.

## Background

The Metro Council and regional partners are seeking to make travel in the Portland metropolitan region safer and easier for everyone. The Metro Council is considering whether to ask voters to approve a bold plan of regional transportation investments in 2020 (Regional Funding Measure). Built on a solid foundation of community and stakeholder engagement and partnership, the plan would invest to improve safety, reliability and transportation options on many of the busiest travel corridors in the region, making the transportation system work more equitably for everyone. The plan also advances key regional policies and goals for transportation, land use, racial equity, climate and job creation.

This plan calls for many of the solutions to be delivered by partner agencies who own, maintain and operate portions of the transportation system within the region. To help ensure transparency and accountability to the region's voters, Metro is working with these agencies to commit to delivering key elements and outcomes of investments proposed in the plan.

This MOU documents and describes the steps that each agency would take for successful development and delivery of investments on the McLoughlin Corridor. The current Get Moving 2020 Funding Measure proposal for the McLoughlin Corridor could make significant improvements for safety, transit and travel for all modes.

In 2019, Metro and TriMet identified key locations along the McLoughlin Corridor to prioritize transit investments to solve key transit delay and reliability concerns for the Line 33 and 99. The current Get Moving 2020 proposal for McLoughlin Boulevard builds off of this work and would make significant improvements for safety and transit.

The McLoughlin Corridor refers to the geographic area from Milwaukie to Oregon City within Clackamas County. The transit service and investments extend further south to Clackamas Community College.

McLoughlin enhanced transit and corridor planning refers to transit investments that may be funded through a combination of resources from the Get Moving 2020 Regional Investment Measure, Federal Transit Administration (FTA) competitive grant funds, and local sources.

McLoughlin safety and multimodal improvements include a set of comprehensive street upgrades that are defined in the project descriptions for the Get Moving 2020 Regional Investment Measure.

### Agency Roles

- ODOT is the owner of Hwy 99E (McLoughlin Boulevard).
- Metro is the Agency referring the funding measure and will be responsible for disbursing funds. Metro leads planning until the selection of the Preferred Alternative and is responsible for the federal environmental review under the National Environmental Policy Act (NEPA) phase for transit projects funded through FTA. Metro generally leads planning for transit corridors in investment areas that require coordination with multiple agencies and community groups.
- TriMet is the region's transit agency and is responsible for operating light rail, buses and maintaining light rail stations and park and ride facilities, bus stops and shelters on McLoughlin Boulevard and is the grantee for funds received from the FTA for the construction of Capital Investment Grant (CIG) New and Small Start projects.
- Clackamas County has road authority for many major and minor arterials crossing McLoughlin and has land use authority for the unincorporated areas along McLoughlin, between Milwaukie and Gladstone.

Clackamas County agrees to:

- Support ODOT in the design and construction of road elements, including sidewalks, illumination, pedestrian crossings, bike lanes, water quality.
- Support TriMet in the design and construction of the transit elements, such as transit priority treatments, transit signal priority, stations, facility improvements and the Park Ave Park and Ride expansion.
- Coordinate related County construction projects with a coordinated delivery plan for McLoughlin and, if needed, coordinate with TriMet on roadway improvements to Park Ave between SE Oatfield and SE McLoughlin Blvd.
- Make best efforts to streamline design, land use and permitting approvals for project development.

ODOT agrees to:

- Lead in design, permitting and delivery of road elements for the McLoughlin Corridor.
- Coordinate with TriMet in the design and construction of the transit elements, such as transit priority treatments, transit signal priority, stations and facility improvements.
- Deliver the transit investments, in coordination with TriMet, unless partners agree to pursue FTA CIG funding, then TriMet would deliver transit project as defined by the project descriptions in the Get Moving 2020 Regional Investment Measure.
- Make best efforts to streamline design, land use and permitting approvals for project development.



- Coordinate currently funded STIP project designs in the corridor to align with projects included in the funding measure.
- Plan and develop conceptual design through a master designer that coordinates roadway and transit conceptual designs to 15%.

TriMet agrees to:

- Lead in the design, permitting and delivery of the Park Avenue Park & Ride expansion.
- Coordinate and support ODOT and regional partners on the design and construction of transit elements on McLoughlin. If the project is funded in part by competitive Capital Investment Grant funding through FTA, TriMet would lead the design and construction of the transit project subject to FTA approval.
- Purchase alternative fuel buses for operation on McLoughlin Blvd.
- Support Metro in the transit corridor planning.

Metro agrees to:

- Lead transit corridor planning.
- If the enhanced transit improvements are partially funded through the FTA CIG program, Metro will lead planning to a Preferred Alternative and complete environmental review.
- Fund and coordinate community strengthening elements to reduce potential for displacement and increase equitable economic growth.
- Coordinate and support local jurisdiction public engagement efforts during the design and construction to establish a consistent message framework.
- Facilitate timely review for any oversight needed for the regional funding measure process.

Partners agree to coordinate with jurisdictions with land use and stormwater management authority in the McLoughlin Corridor, including the following:

- Coordinated public and stakeholder engagement process through the design and construction and the associated Corridor Planning effort.
- Work with TriMet, as needed, and in compliance with FTA requirements, in the design and construction of the transit elements, such as transit priority treatments, transit signal priority, stations and facility improvements.
- Consider potential amendments to local plans, including Transportation System Plans (TSPs) to seek dedication of right of way needed to implement the plan and transit supportive policy changes
- Consider expedited design review, land use review and permitting approval process
- Facilitate stormwater management mitigation associated with McLoughlin Corridor projects

### Investment Package Funding and Project Description

Agency partners agree to work together to deliver the McLoughlin Corridor projects as described in the Get Moving 2020 Investment Package to be adopted by the Metro Council

prior to the measure's referral. The investment package recommendation for the McLoughlin Corridor covered in this MOU includes:

- Enhanced Transit
- Safety improvements (Harrison St in Milwaukie to Clackamas Community College)
- Alternative fuel buses for operations on McLoughlin
- I-205 Ramp Improvements at McLoughlin
- Park Ave Park & Ride Expansion
- Corridor planning

The investment package also includes the following projects that are not part of this MOU:

- Trolley Trail Bridge
- Willamette Falls Bike/Ped Plan
- Portland Ave Streetscape improvements in Gladstone

### Project Delivery with Passage of Get Moving 2020 (Regional Funding Measure)

Further project delivery coordination is needed on the corridor. The parties have agreed to move forward to coordinate the project delivery, guided by shared principles that include:

- Support the project descriptions developed for the McLoughlin Corridor as attached and included in the Get Moving 2020 transportation funding measure.
- Project delivery partners will consider using a master designer, under one contract, that will include the scope of work for both the safety and transit projects' design to get to at least 15% design and a cost-to-complete, to ensure that the scope of the improvements can be constructed within available funding, before entering agreements for further design and project delivery, designs are coordinated and maximize benefits in keeping with the guiding principles of safety, transit reliability and transit travel time improvements.
- Work together to develop a delivery package that maximizes public resources and minimizes impacts to the community.
- A commitment to community outreach and engagement.
- Agencies responsible for planning or designing an improvement that will be delivered, owned, or operated by another agency shall seek the approval of the other agency with regard before starting, advancing, or changing a plan or design for the improvement or seeking public input on proposed improvements.

Partners will continue to refine some project elements to determine the scope of work that can be accomplished with the available funding from the investment package and the terms and conditions of any FTA grant agreement. Some of the elements that require better definition include:

- Coordinated designs to improve transit travel times and safety
- Stormwater management, including coordination with all water districts

- Right-of-Way needs
- Paving/resurfacing needs
- Roadway widening
- Pedestrian crossings
- Intersection design and signal operation for safe and efficient use by multiple modes
- Access management
- Extent and nature of transit improvements, including the number and locations of stations.
- Maintenance bus facility improvements, layover and transit center functions

#### *Cost risks*

- TriMet will be responsible for managing the project budget for delivery of the Park Avenue Park and Ride Expansion and alternative fuel vehicles. If projected project costs exceed the project budget, TriMet will work with regional partners to identify and implement changes to the scope or to leverage other funding.
- TriMet will be responsible for managing the design, budget and delivery of the enhanced transit along McLoughlin Boulevard if the improvements are partially funded through the Federal CIG program. If the transit improvements are funded in part with a federal grant having project management oversight by FTA, the Expenditure Plan for the transit improvements, including any betterments, will be conformed to the scope, budget, and change management procedures under the federal grant agreement. If projected project costs exceed the project budget, TriMet will work with regional partners to identify and implement changes to the scope or to leverage other funding.
- ODOT will deliver the transit investments, in coordination with TriMet, unless partners agree to pursue FTA CIG funding, then TriMet would deliver transit project as defined by the project descriptions of the Get Moving 2020 Regional Investment Measure.
- ODOT will be responsible for managing the project budget for projects the agency has agreed to deliver within the funds allocated by Metro for the project. If those funds are exceeded, ODOT would work with partners to identify and implement changes to the scope or to leverage other funding.
- Clackamas County will work with partners to make best efforts to manage project scope and community engagement.
- A coordinated conceptual design (15%), potentially delivered through a master design process, will be approved by the project steering committee and will serve as the basis for further design and project delivery agreements including cost of project elements. The estimated cost of any plan or design for an improvement will not exceed the budget for the improvement without the approval of the agency responsible for managing the project delivery budget for the improvement. Project development and delivery of the transit improvements, if funded in part with federal grant funds, will be performed in compliance with FTA requirements; the transit improvements will be scoped to be competitive for CIG funding.

# MEMORANDUM OF UNDERSTANDING FOR COORDINATED DELIVERY OF PROJECTS ON 82<sup>ND</sup> AVENUE IN CLACKAMAS COUNTY

This memorandum of understanding (MOU) between Clackamas County, ODOT, TriMet, and Metro demonstrates project partner support for delivering projects within the 82<sup>nd</sup> Avenue Corridor in Clackamas County and outlines the agreed to conditions of investment upon passage of Get Moving 2020, which will be finalized in binding intergovernmental agreements following passage of the measure.

## Background

The Metro Council and regional partners are seeking to make travel in the Portland metropolitan region safer and easier for everyone. The Metro Council is considering whether to ask voters to approve a bold plan of regional transportation investments in 2020 (Get Moving 2020 Funding Measure). Built on a solid foundation of community and stakeholder engagement and partnership, the plan would invest to improve safety, reliability and transportation options on many of the busiest travel corridors in the region, making the transportation system work more equitably for everyone. The plan also advances key regional policies and goals for transportation, land use, racial equity, climate and job creation.

This plan calls for many of the solutions to be delivered by partner agencies who own, maintain and operate portions of the transportation system within the region. To help ensure transparency and accountability to the region's voters, Metro is working with these agencies to commit to delivering key elements and outcomes of investments proposed in the plan.

This MOU documents and describes the steps that each agency would take for successful development and delivery of investments on the 82<sup>nd</sup> Avenue Corridor in Clackamas County. The current Get Moving 2020 Funding Measure proposal could make significant improvements for safety, transit and travel for all modes.

There is a separate MOU focused on project delivery for the projects in the section of the 82<sup>nd</sup> Avenue Corridor within the City of Portland jurisdictional boundary.

## Agency Roles

- ODOT is the current owner and responsible for the operations and maintenance of the 82<sup>nd</sup> Avenue roadway.
- Metro is the Agency referring the funding measure and will be responsible for disbursing funds. Metro leads planning until the selection of the Preferred Alternative and is responsible for the federal environmental review under the National Environmental Policy Act (NEPA) phase for transit projects funded through the Federal Transit

Administration (FTA). Metro generally leads planning for transit corridors in investment areas that require coordination with multiple agencies and community groups.

- TriMet is the region's transit agency and is responsible for operating buses on 82<sup>nd</sup> Avenue and is the grantee for funds received from the FTA for the construction of Capital Investment Grant (CIG) New and Small Start projects.
- The segment of 82<sup>nd</sup> Avenue from SE Clatsop to Sunnybrook is in Clackamas County. The county has road authority for many major arterials crossing 82<sup>nd</sup> Ave and has land use authority for the unincorporated areas along 82<sup>nd</sup> Ave. There is different MOU with PBOT, Metro, ODOT and TriMet for the extent of project improvements from north of SE Clatsop to Killingsworth.

Clackamas County agrees to:

- Support ODOT in the design and construction of road elements, including sidewalks, illumination, pedestrian crossings, bike lanes, water quality subject to risk and liability agreements with ODOT for specific segments within available funding.
- Support TriMet in the design and construction of the transit elements, such as transit priority treatments, transit signal priority, stations and facility improvements.
- Align related construction projects with a coordinated delivery plan for 82nd Ave, if needed.
- Make best efforts to streamline design, land use and permitting approvals for project development.

ODOT agrees to:

- Lead in design, permitting and delivery of road elements for the 82nd Ave Corridor in Clackamas County.
- Coordinate with TriMet in the design and construction of the transit elements, such as transit priority treatments, transit signal priority, stations and facility improvements.
- Make best efforts to streamline design, land use and permitting approvals for project development.
- Coordinate currently funded STIP project designs in the corridor to align with projects included in the funding measure.
- Plan and develop conceptual design through a master designer that coordinates roadway and transit conceptual designs to at least 15%.

TriMet agrees to:

- Coordinate design and construction of transit elements, for a coordinated single project from Killingsworth to Clackamas Transit Center.

- Seek FTA federal Small Start funds for the transit improvements. If funded in part by competitive Capital Investment Grant funds awarded by the Federal Transit Administration (FTA), deliver the transit elements of projects in segments subject to FTA approval after completion of the master design.
- If federal Small Starts funds are not secured, the parties will work to revise designs to fit with the funds available from the Regional Funding Measure proceeds for 82<sup>nd</sup> Avenue.

Metro agrees to:

- Lead environmental review for the transit project in coordination with ODOT, Clackamas County and TriMet.
- Fund and coordinate community strengthening elements to reduce potential for displacement and increase economic growth.
- Coordinate and support local jurisdiction public engagement efforts to establish a consistent message framework.
- Facilitate timely review for any oversight needed for the regional funding measure process.

### Investment Package Funding and Project Description

Agency partners agree to work together to deliver the 82nd Ave Corridor project as described in the Get Moving 2020 Investment Package, to be adopted by the Metro Council prior to the measure's referral. The investment package recommendation for 82<sup>nd</sup> Avenue covered in this MOU includes:

- Transit improvements (NE Cully/Killingsworth to Clackamas Transit Center)
- Safety improvements (Clatsop to Sunnybrook)

The investment package also includes the following projects that are not part of this MOU:

- State of good repair in Portland (Killingsworth to Clatsop)
- Safety in Portland (Killingsworth to Clatsop)
- MAX Station Access Planning – 82<sup>nd</sup> Ave Station
- Airport Way intersection with 82<sup>nd</sup> Avenue
- Alderwood-Killingsworth Path Planning

### Project Delivery with Passage of Get Moving 2020

Further project delivery coordination is needed on the corridor. The parties have agreed to move forward to coordinate the project delivery, guided by shared principles that include:

- Support the project descriptions developed for the 82nd Avenue Corridor as attached and included in Get Moving 2020.

- Project delivery partners will aim to use one design contract that will include the scope of work for both the safety and transit projects' design to get to at least 15% design cost-to-complete, to ensure that the scope of the improvements can be constructed within available funding before entering agreements for further design and project delivery, the designs are coordinated and maximize benefits in keeping with the guiding principles of safety, transit reliability and transit travel time improvements.
- All partners intend to work together to determine the improvement alternatives, options, and designs in NEPA documents and concept plans.
- Work together to develop a delivery package that maximizes public resources and minimizes impacts to the community.
- Agencies responsible for planning or designing an improvement that will be delivered, owned, or operated by another agency shall seek the approval of the other agency with regard before starting, advancing, or changing a plan or design for the improvement or seeking public input on proposed improvements.
- A commitment to community outreach and engagement.

Partners will continue to refine some project elements to determine the scope of work that can be accomplished with the funding from the investment package. Some of the elements that require better definition include:

- Amount of sidewalk rebuild and widening (including right-of-way)
- Amount of full reconstruction of outer lane and material used
- Addressing the bike bill requirements, if needed
- Extent of changes to stormwater system
- Reallocation of existing roadway space rather than widening
- Transit priority improvements
- NextGen transit signal priority (TSP)
- Extent and nature of transit improvements, including the number and locations of stations
- Service Frequency
- Vehicle procurement (number of buses, technology and other requirements)
- Transit Center/Layover space and on route charging infrastructure
- Maintenance facility improvements
- Other improvements not currently identified
- Terms and conditions of any federal grant

#### *Cost risks*

- TriMet will be responsible for managing the project budget for delivery of the transit project elements. If projected project costs exceed the project budget, TriMet will work with regional partners to identify and implement changes to the scope or to leverage other funding.

- If a Small Start grant is received, the Expenditure Plan for the transit improvements, including any betterments, will be conformed to match the scope, budget, and change management procedures under the federal grant agreement.
- Project elements that may be funded in part by a Small Starts grant will be developed in compliance with FTA requirements and will be designed to be competitive for a grant award.
- ODOT will be responsible for managing the project budget for delivery of the safety and roadway elements within the funds allocated by Metro for the project. If those funds are exceeded, ODOT would work with partners to identify and implement changes to the scope or to leverage other funding.
- Clackamas County will work with partners to make best efforts to manage project scope and community engagement.
- A coordinated conceptual design (15%), potentially delivered through a master design process, will be approved by the project steering committee and will serve as the basis for project delivery agreements including cost of project elements. The estimated cost of any plan or design for an improvement will not exceed the budget for the improvement without the approval of the agency responsible for managing the project delivery budget for the improvement. Project development and delivery of the transit improvements, if funded in part with federal grant funds, will be performed in compliance with FTA requirements; the transit improvements will be scoped to be competitive for CIG funding

### Agreed Next Steps

The partners acknowledge that an MOU describes the broad outlines of agreement, communicates mutually accepted expectations and intent, and is non-binding. The partners agree to work on the following next steps in advance of November 2020. If the ballot measure passes, the partners would undertake additional steps to develop and deliver a project or series of projects as defined in a final and definitive written agreement as described in the steps below.

<b>Step</b>	<b>Lead/partner agencies</b>	<b>Due Date</b>
Refine project elements and project delivery approach	Metro/Clackamas County/TriMet/ODOT	December 2020
Consider Small Start project strategy and concept	Metro/TriMet	January 2021
Coordinated Conceptual Design (15%) IGA	Metro/ODOT/TriMet	July 2021
Project delivery IGA (s)	Metro/ODOT/TriMet	December 2023



## Agreed Next Steps

The partners acknowledge that an MOU describes the broad outlines of agreement, communicates mutually accepted expectations and intent, and is non-binding. The partners agree to work on the following next steps in advance of November 2020. If the ballot measure passes, the partners would undertake additional steps to develop and deliver a project or series of projects as defined in a final and definitive written agreement as described in the steps below.

<b>Step</b>	<b>Lead/partner agencies</b>	<b>Due Date</b>
Refine project elements and project delivery approach	Metro/Clackamas County/TriMet/ODOT	December 2020
Consider Small Start project strategy and concept	Metro/TriMet	January 2021
Coordinated Conceptual Design (15%) IGA	Metro/TriMet/ODOT	July 2021
Project delivery IGA(s)	Metro/TriMet/ODOT	December 2023

**CORRIDOR: McLoughlin Blvd**

**1. Enhanced Transit** (RTP 11937)

PROJECT EXTENTS: Clackamas Town Center to Clackamas Community College via Milwaukie, 15 miles

DELIVERY AGENCIES: Metro (Planning phase), TriMet

BUDGET (YOES): \$92.5M (Includes \$5M for planning phase, assumes \$87.5M additional federal match)

PROJECT TIMEFRAME: 2022-2027 (Planning through Construction)

**Project Intent and Context:**

- Enhancements to Lines 33 and 99 to improve speed and reliability, station access and amenities throughout the corridor. These improvements will be implemented in coordination with other improvements along McLoughlin that will be undertaken by ODOT.
- The project will be delivered consistent with ODOT’s Blueprint for Urban Design (BUD) on McLoughlin and 82nd. The Corridor Contexts for this corridor are Commercial Corridor and/or Urban Mix. The target speed will be consistent with the Blueprint for Urban Design.
- Design parameters and target speed on non-ODOT facilities will be consistent with Metro’s Designing Livable Streets and Trails Guidelines.
- Reduction Review Route clear width dimensions will be maintained on McLoughlin per ORS 366.215.

**Project Expectations:**

- Intent is to deliver 6 or more new safe, marked crossings of McLoughlin with refuge islands. Strive to deliver safe, marked pedestrian crossings of McLoughlin at all transit stops. Refuge island may not apply at intersections where left-turn lanes are in conflict and will comply with ORS 366.215.
- Provide enhancements to approximately 90 transit stations, such as wider station platforms, bus pads, improved shelters, real time travel information displays and lighting.
- Provide 1 mile or more of new bus priority (BAT) lanes on McLoughlin. Consider enhanced pavement and pavement markings in new lane areas. Consider curb-protected bikeways adjacent to BAT lanes and bus stop treatments.
- 12 or more signals upgraded with transit signal priority along McLoughlin.
- Fiber optic communication added for length of project along McLoughlin.
- Approximately 16 new electric buses and associated charging infrastructure.



**CORRIDOR: McLoughlin Blvd****2. Safety** (RTP 10024, 10098)

PROJECT EXTENTS: Milwaukie to Oregon City, 6.5 miles

DELIVERY AGENCY: Oregon Department of Transportation

BUDGET (2019\$/YOE\$): \$70M/\$92.6M

PROJECT TIMEFRAME: 2022-2027 (Planning through Construction)

**Project Intent and Context:**

- Add/improve sidewalks, crossings, lighting, and other safety features to reduce severe injury and fatal crashes. Sidewalk and bike facility design will be based on recommendations of McLoughlin Corridor Design Plan where appropriate. These improvements will be implemented in coordination with other improvements along McLoughlin that will be undertaken by TriMet.
- The project will be delivered consistent with ODOT's Blueprint for Urban Design (BUD). The Corridor Contexts for this corridor are Commercial Corridor and/or Urban Mix. The target speed will be consistent with the Blueprint for Urban Design.
- Reduction Review Route clear width dimensions will be maintained per ORS 366.215.
- Memorandum of understanding outlines additional commitments related to project delivery and refers to a refined scope, schedule and budget to be developed at 15% design. If budget limitations occur, safety scope elements including crossings, lighting, sidewalk gap filling, and access management will be prioritized for delivery.

**Project Expectations:**

- Project to strive to deliver 6 new enhanced marked pedestrian crossings on McLoughlin to provide more crossing frequency in the corridor. Transit project is also expected to deliver crossings in this corridor. Strive to provide safe, marked crossings at all transit stops.
- Consider at-grade crossing improvements for the Trolley Trail (Jennings) and Kronberg Park Trail (Bluebird).
- Project to deliver pedestrian refuge islands to prevent illegal use of center lane at marked pedestrian crossings consistent with ORS 366.215. May not apply where intersection turn lane is in conflict.
- Project to consider medians and driveway modifications for access management.
- Provide pedestrian scale street lighting at intersections, crosswalks, transit stops and trail crossings to enhance pedestrian safety.
- Provide Americans with Disabilities Act (ADA) accessible sidewalks where sidewalk infill and sidewalk widening occurs. Intent is for minimum typical sidewalk width of 8 feet which includes buffer.
- Minimize curb radii where possible where corners are modified to provide a pedestrian friendly design.
- Provide separated, buffered bikeways with consideration for curb protected bikeways adjacent to bus priority (BAT) lanes and bus stop treatments. Intent is for minimum typical bikeway width of 8 feet which includes buffer.
- Provide stormwater management facilities as required.
- Include pavement and resurfacing as required.
- Consider enhanced pavement and pavement markings where lanes are substantially shifted (more than 2 feet) or as required by pavement design.



**CORRIDOR: McLoughlin Blvd**

## 5. Trolley Trail (RTP 10151)

PROJECT EXTENTS: Arlington (Gladstone) to Main Street (Oregon City)

DELIVERY AGENCIES: Clackamas County, City of Oregon City

BUDGET (2019\$/YOES): \$12.2M/\$14.4M (11.5% Oregon City and 88.5% Clackamas County)

PROJECT TIMEFRAME: 2022-2024 (Design through Construction)

**Project Intent:**

Design and construction to extend Trolley Trail over Clackamas River to create a more direct trail connection between Gladstone and Oregon City.

**Project Expectations:**

- Bicycle and pedestrian bridge following regional trail design guidelines and guidance from the Trolley Trail Bridge: Gladstone to Oregon City Feasibility Study.
- Consideration of wildlife crossing elements along riverbank.
- Consider interaction with Gladstone main street plan.
- Wayfinding signage in Gladstone and Oregon City.
- Trail lighting from Main Street to new bridge.
- Construction of the missing sidewalk sections on Main Street between I-205 underpass and 17th Street.



**CORRIDOR: C2C/181<sup>st</sup> Ave**

## 5. New Connector Road (RTP 10033, 12071)

PROJECT EXTENTS: 172nd to 190th, 1.25 miles

DELIVERY AGENCY: Clackamas County

BUDGET (2019\$/YOE\$): \$48.5M/\$61.5M

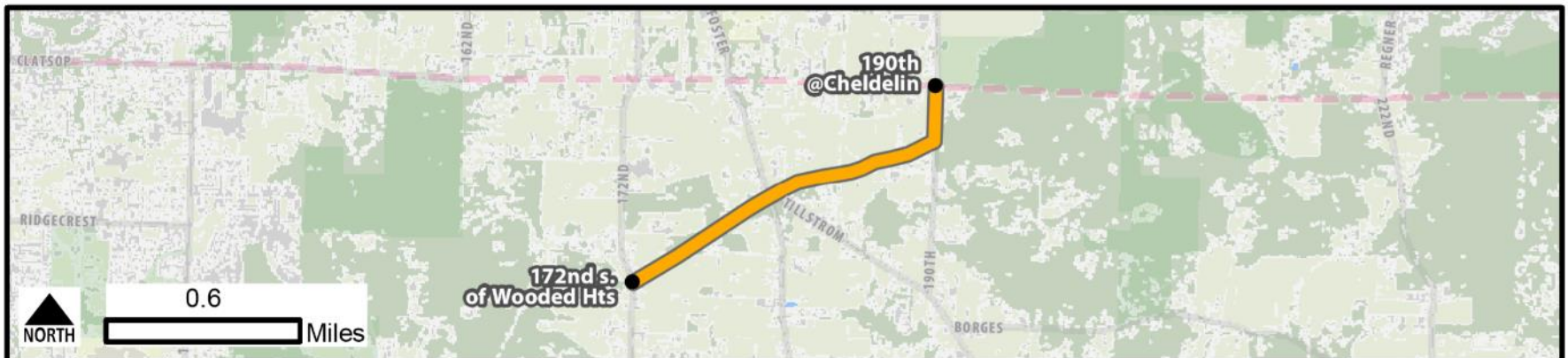
PROJECT TIMEFRAME: 2023-2027 (Design through Construction)

### Project Intent and Context:

- Construct new roadway with sidewalks, bike facilities, and roundabouts to create a continuous Clackamas to Columbia corridor.
- Design parameters and target speed in accordance with Metro’s Designing Livable Streets and Trails Guidelines as a Regional Street.

### Project Expectations:

- New 2-lane road, with right-of-way acquired for 4-lane cross-section.
- Design will be based on Chapter 7 of the 172nd Ave – 190th Drive Corridor Management Plan.
- Design for full build out of roadway should consider future bus stop locations. Intent is no added right-of-way would be needed.
- Americans with Disabilities Act accessible sidewalks and buffer from street, minimum 10-foot total width of sidewalk including buffer.
- Continuous separated bikeways, minimum 8-foot total width of facility including buffer (at buildout; interim bikeway design for 2-lane first phase may be narrower). Consider protected bike intersection and bus stop treatments.
- Auto lane width selection will maintain preferred design widths for bike facilities and sidewalks.
- Pedestrian scale street lighting at intersections and crosswalks.
- Safe, marked pedestrian crossings will be included at all intersections and roundabouts. Additional crossings will be considered in full build out. Pedestrian refuge islands will be included at roundabouts and considered at other crossings.
- Design will include street trees.
- Consider adding signage and markings to warn drivers of wildlife at Foster/Tillstrom.
- Consider wildlife culvert with fencing under road at Foster/Tillstrom.



**CORRIDOR: Hwy 212/Sunrise Corridor**

### 3. Hwy 212 & Sunrise Planning and Design (RTP 10890, 11301, 11668)

PROJECT EXTENTS: 122nd to 172nd, 3 miles

DELIVERY AGENCIES: Clackamas County, Oregon Department of Transportation

BUDGET (2019\$/YOES): \$28M/\$34M

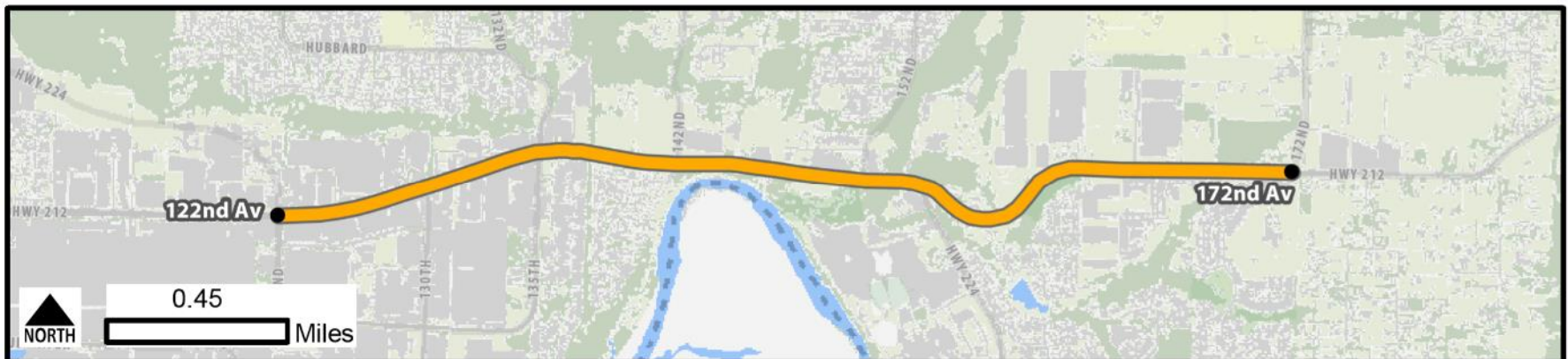
PROJECT TIMEFRAME: 2022-2025 (Planning through Design)

#### Project Intent and Context:

- Design for Hwy 212 Complete Street Local Connections project and Sunrise limited access roadway with parallel multi-use path to serve future development.
- The project will be designed consistent with ODOT's Blueprint for Urban Design (BUD). The Corridor Contexts for Hwy 212 are Commercial Corridor and/or Residential Corridor. The target speed will be consistent with the Blueprint for Urban Design.
- Reduction Review Route clear width dimensions will be maintained in design for Hwy 212 per ORS 366.215.

#### Project Expectations:

- Updated Environmental Impact Statement, design and engineering for Hwy 212 complete street, local connections, and new east-west roadway connection between 122nd and 172nd comprised of a 2 or 4 lane section with limited access and opportunity for bus on shoulder or dedicated bus lanes.
- Design for full build out will include Americans with Disabilities Act (ADA) accessible sidewalks and/or path(s) along Hwy 212.
- Design for full build out will include continuous parallel multi-use path from 122nd to 172nd following regional trail design guidelines including landscaped buffer (where feasible) from roadway.
- Follow best practices for natural resource protection, including consideration of opportunities for wildlife passage.
- Consider the possibility of improving natural resource connection between Forest Creek Natural Area and Clackamas River, adding a vegetated corridor for wildlife connectivity on the south side of Hwy 212 near 142nd, and enhancing wildlife connectivity with vegetation enhancements at Rock Creek crossing.





**CORRIDOR: Hwy 212/Sunrise Corridor**

## **4. Hwy 212 Complete Street & Right-of-Way** (RTP 10890, 11301, 11668)

PROJECT EXTENTS: 122nd to 172nd, 3 miles

DELIVERY AGENCIES: Oregon Department of Transportation, Clackamas County

BUDGET (2019\$/YOE\$): \$152M/\$204.1M

PROJECT TIMEFRAME: 2025-2028 (Right-of-way through Construction)

### **Project Intent and Context:**

- Reconstruct portions of Highway 212 roadway including sidewalks, bicycle facilities and crossings to improve access and safety. Grade-separate intersection with 142nd and realign 135th to build local connections. Acquire right-of-way per revised corridor concept.
- The project will be delivered consistent with ODOT's Blueprint for Urban Design (BUD). The Corridor Contexts for this corridor are Commercial Corridor and/or Residential Corridor. The target speed will be consistent with the Blueprint for Urban Design.
- Reduction Review Route clear width dimensions will be maintained per ORS 366.215.
- Project will be further developed in planning and design phase and may include refinement of these project expectations.

### **Project Expectations:**

- Intent is to deliver safe, marked pedestrian crossings of Highway 212 (likely beacon or signal) with pedestrian refuge islands near transit stops at 142nd and 152nd. Consider crossings at other transit stops.
- Continuous Americans with Disabilities Act accessible sidewalks from 135th to 152nd, intent to provide minimum 12-foot total width including sidewalk and buffer from street.
- Provide separated bikeways from 122nd to 152nd, minimum 8-foot total width including buffer, with consideration for protected treatments at bus stops and intersection.
- Auto lane width selection will maintain preferred design widths for bike facilities and sidewalks.
- Realigned street connections with sidewalks and bicycle facilities.
- Pedestrian scale street lighting at intersections, crosswalks and transit stops from 122nd to 172nd.
- Addition of shelters at all transit stops between 122nd and 152nd where right-of-way is not needed to accomplish.
- Stormwater management as required.
- Provide medians for access management where possible.
- Project to consider driveway modifications for access management.
- Consider environmental connectivity and enhancements to vegetation where possible.

**CORRIDOR: 82nd Ave**

**1. Enhanced Transit/Bus Rapid Transit** (RTP 11863, 12029)

PROJECT EXTENTS: Killingsworth to Clackamas Town Center (Monterrey), 9 miles

DELIVERY AGENCIES: Metro (Planning phase), TriMet

BUDGET (YOES): \$205M (Includes \$5M for planning phase. Assumes additional federal match of \$100M.)

PROJECT TIMEFRAME: 2022-2028 (Planning through Construction)

**Project Intent and Context:**

- Improvements along 82<sup>nd</sup> Avenue to improve transit (Line 72) speed, reliability, station access, amenities, and rider experience; including bus priority/queue bypass lanes, enhancements to transit stops, and upgraded transit signal priority systems. These improvements will be implemented in coordination with other improvements along 82nd that will be undertaken by PBOT and ODOT.
- In Multnomah County, design parameters and target speed in accordance with Metro’s Designing Livable Streets and Trails Guidelines as a Regional Boulevard from Sandy to Clinton and Raymond to Martins; Regional Street otherwise.
- In Clackamas County, the project will be delivered consistent with ODOT’s Blueprint for Urban Design (BUD). The Corridor Contexts for this corridor are Commercial Corridor and / or Urban Mix. The target speed will be consistent with the Blueprint for Urban Design.

**Project Expectations:**

- 2 or more miles of bus priority (BAT) lanes/queue bypass lanes added.
- 20 or more traffic signals upgraded with NextGen transit signal priority.
- Approximately 35 major stations and approximately 30 minor stations, with enhancements such as wider platforms, bus pads, improved shelters, real time traveler information displays and lighting.
- 20 or more new enhanced, marked pedestrian crossings of 82nd at transit stations (beacon or signal).
- Approximately 32 new electric articulated buses and associated charging infrastructure.
- Fiber optic communications added along 82nd Avenue for transit signal priority and to support station amenities.
- Improvements to bus layover facilities at both ends of the corridor.





**CORRIDOR: 82nd Ave**

## **6. Safety (Clackamas)** (RTP 10014, 10018)

PROJECT EXTENTS: Clatsop to Sunnybrook, 2 miles

DELIVERY AGENCY: Oregon Department of Transportation

BUDGET (2019\$/YOE\$): \$53M/\$70.1M

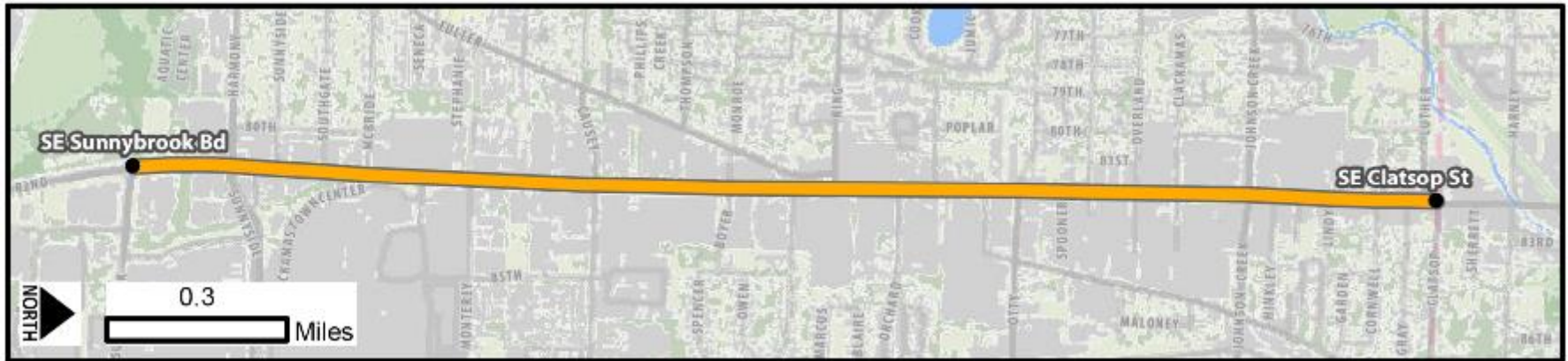
PROJECT TIMEFRAME: 2024-2027 (Design through Construction)

### **Project Intent and Context:**

- Add/improve sidewalks, crossings, lighting to reduce severe injury and fatal crashes. These improvements will be implemented in coordination with other improvements along 82nd that will be undertaken by TriMet.
- The project will be delivered consistent with ODOT's Blueprint for Urban Design (BUD). The Corridor Contexts for this corridor are Commercial Corridor and / or Urban Mix. The target speed will be consistent with the Blueprint for Urban Design.
- Memorandum of understanding outlines additional commitments related to project delivery and refers to a refined scope, schedule and budget to be developed at 15% design. Expectations may be refined at that milestone. If budget limitations occur, safety scope elements including crossings, lighting, sidewalk/bikeway gap filling, and access management will be prioritized for delivery.

### **Project Expectations:**

- Project to deliver 2 new safe, marked pedestrian crossings of 82nd to provide more crossing frequency in the corridor. Together the safety and transit project strive to provide marked crossings at all transit stops.
- Provide Americans with Disabilities Act (ADA) accessible sidewalks where sidewalk infill and sidewalk widening occurs. Project includes widening very narrow walkways between Cornwell and Clatsop.
- Provide pedestrian scale street lighting to enhance pedestrian safety at intersections, crosswalks and transit stops.
- Provide bikeways south of Johnson Creek Boulevard, with consideration for curb protected bikeways adjacent to bus priority/BAT lanes and bus stop treatments. Strive for 7-foot minimum typical bikeway width, with minimum width of 5 feet in constrained locations.
- Project to consider median islands and driveway modifications for access management where feasible.
- Minimize curb radii where possible where corners are modified to provide a pedestrian friendly design.
- Provide stormwater management facilities as required.



**CORRIDOR: Highway 43**

# 1. Highway 43 Multimodal Improvements (RTP 10127)

PROJECT EXTENTS: Arbor Drive to I-205, 3.1 miles  
DELIVERY AGENCY: City of West Linn  
BUDGET (2019\$/YOE\$): \$54M/\$66M  
PROJECT TIMEFRAME: 2022-2025 (Design through Construction)

**Project Intent and Context:**

- Sidewalk and bicycle facility completion, improved transit stops, add crossings, lighting, redesigned intersections. Coordination with TriMet for transit stop feature design.
- The project will be delivered consistent with ODOT’s Blueprint for Urban Design (BUD). The Corridor Contexts for this corridor are Commercial Corridor and/or Urban Mix. The target speed will be consistent with the Blueprint for Urban Design.

**Project Expectations:**

- 5 or more added safe, marked pedestrian crossings with pedestrian refuge island at transit stops. Strive to provide marked crossings at all transit stops. Refuge islands may not apply where in conflict with turn lane.
- Protected new traffic signal installations at McKillican, A Street and Pimlico. Pedestrian scale street lighting at intersections and crosswalks.
- Continuous Americans with Disabilities Act accessible sidewalks, standard 10-foot wide (including buffer).
- Pedestrian friendly design treatments including corner radii.
- Continuous grade separated bikeways (cycle track), minimum 6 ft. wide. Protected bike intersection and bus stop treatments.
- Stormwater treatments, such as bioswales and pervious pavement. Placemaking elements like planted medians and street trees as appropriate.
- Protect or enhance wildlife connectivity, such as culvert improvements and/or riparian enhancement, at culverts just north of State Park entrance (Gans Creek) and near Pimlico Drive (Mary S Young Creek).
- Protect or enhance wildlife connectivity, including tree canopy, along roadway adjacent to Hammerle Park.
- Retain and install as many Oregon white oak trees and native plantings as possible along the corridor to preserve rare, high priority habitat connectivity.



**CORRIDOR: McLoughlin Blvd**

## 9. Portland Avenue Streetscape (RTP new)

PROJECT EXTENTS: Abernethy to Arlington, 0.5 miles

DELIVERY AGENCY: City of Gladstone

BUDGET (2019\$/YOE\$): \$6M/\$8.2M

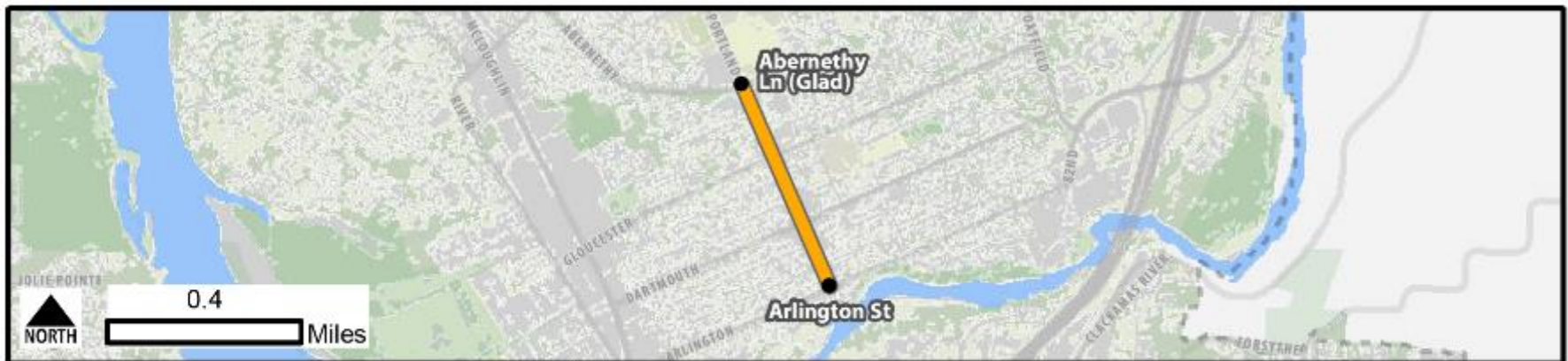
PROJECT TIMEFRAME: 2025-2028 (Design through Construction)

### Project Intent:

Redesign Gladstone main street to improve walking, biking, and downtown revitalization.

### Project Expectations:

- Dedicated bicycle facilities such as bicycle lanes or buffered/protected facilities.
- Pedestrian features like reduced corner radii, curb extensions, and/or raised crosswalks and intersections.
- Pedestrian scale street lighting at intersections, crosswalks, and trail crossings.
- Continuous Americans with Disabilities Act accessible sidewalks, minimum 8-foot wide (including buffer) where new or widened.
- Wayfinding for Trolley Trail.



July 9, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla/Molino service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$33,134 for a revised agreement maximum of \$205,071. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 21, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	061319-A1, 050720-A1
<b>Strategic Plan Alignment</b>	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.
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9315; Subrecipient #20-003

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Molino service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This amendment was delayed due to the timing of the State agreement amendment.



Page 2 – Staff Report: H3S#9297  
April 30, 2020

This amendment adds \$33,134 in funding for the 2019-20 fiscal year retro-active to April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Richard Swift, H3S Deputy / For". The signature is written in a cursive style.

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9315 Subrecipient #: 20-003 Board Agenda #: 0691319-A1, 050720-A1

Division: Social Services

Amendment Number: 3

Contractor: Foothills Community Church as manager of; Molalla Adult Comm. Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$33,134.

---

This Amendment #3, when signed by the Foothills Community Church as manager of Molalla Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$171,937**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$62,663** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of

Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$69,601** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$33,248** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$205,071**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding of **\$95,797** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** The COUNTY's funding of **\$69,601** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$33,248** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.
- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:
  12. **Major Disaster Declaration number DR4499OR Agreement Provisions.**  
*County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to*

Foothills Community Church DBA: Molalla Adult Community Center  
Subrecipient Grant Agreement #20-003, Amendment 3

***request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.***

III. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend

Foothills Community Church  
 Molalla Adult Community Center Services  
 Fiscal Year 2019-20

Foothills Community Church DBA: Molalla Adult Community Center  
 Subrecipient Grant Agreement #20-003, Amendment 3

Page 4 of 6

	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Match	NSIP	Other	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.I. (if applicable)	NO. OF	TOTAL	Reimburse-
	Funds	Funds	Funds	Funds	Funds	Funds	Funds		Funds		Funds	STF	5310	STF Funds	Funds	Funds		UNITS	COST
Federal Award Numbers	15AORT3SS	CARES Act	15AORT3CA	FF Act	15AORT3HD	FF & CARES Act	15AORT3PH	N/A	15ACR09P	State	STF Funds	OR-65-012	N/A	N/A	N/A				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053	funds	N/A	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
COVID Grant Award						13,886		N/A											\$13,886
Case Management	7,749	2,150						862									378.11 hrs	\$10,761	\$26.18
Reassurance	4,899	2,150						545									226	\$7,594	\$31.23
Information & Assistance	1,085							121									81	\$1,206	\$13.44
Public Outreach	300							33									6	\$333	\$50.00
Transportation - OAA III-B								0								0	0	\$0	\$0.00
CAA - Meal Site Mgmt			6,707		7,853			1,619								21,840	22,750	\$38,019	\$1.25
Food Service - Frozen HDMs					14,555			1,619	5,041								7,100	21,215	\$0.71
APD Medicaid HDMs					(11,358)			(1,263)	(3,054)					36,968		(3,720)	3,875	\$17,573	\$7.79
OAA Nutrition Supplies										0						0	0	\$0	\$0.00
Evidence-based Health & Wellness programming							10,700	0	0								142.6 Classes	\$10,700	\$75.04
Non Medical Medicaid Rides													1,606	3,294			350	\$4,900	\$14.00
Transport - Ride Con Out of Dist.											23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.								\$513.50				\$4,800						\$5,314	
Special Tran. Formula-TAXI and/or Van											40,985						1,532	\$40,985	N/A
LIHEAP Intakes														1,625			65	\$1,625	\$25.00
<b>TOTALS</b>	14,033	4,300	6,707	-	11,050	13,886	16,700	4,049	1,988	-	64,701	4,800	1,606	40,262	1,625	13,475		199,180	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$171,937

Federal Award Totals 67,463

**To Read**

**foothills Community Church  
 Molalla Adult Community Center Services  
 Fiscal Year 2019-20**

Foothills Community Church DBA: Molalla Adult Community Center  
 Subrecipient Grant Agreement #20-003, Amendment 3

Federal Award Numbers	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Match	NSIP	Other State Funds	Ride Conn/Tribal		Trans	Medicaid	LIHEAP	P.L. (if applicable)	NO. OF UNITS	TOTAL COST	Per Unit Cost
	Funds	Funds	Funds	Funds	Funds	Funds	Funds		Funds		STF	5310	STF Funds	Funds	Funds				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
COVID Grant Award						13,886		N/A										\$13,886	
Case Management	7,749	2,150						862									378.11 hrs	\$10,761	\$26.16
Reassurance	4,899	2,150						545									226	\$7,594	\$31.23
Information & Assistance	1,085							121									81	\$1,205	\$13.44
Public Outreach	300							33									6	\$333	\$50.00
Transportation - OAA III-B	-							0								0	0	\$0	\$5.00
OAA - Meal Site Mgmt			6,707		7,353			1,619								21,840	22,750	\$38,019	\$1.25
Food Service - Frozen HDMs					14,555			1,619	5,041								7,180	21,215	\$0.71
APD Medicaid HDMs					(11,358)			(1,263)	(3,054)					36,968		(3,720)	3,875	\$17,573	\$7.79
OPI HDMs										0						0	0	\$0	\$0.00
Evidence-based Health & Wellness programming							10,700	0		0							142.6 Classes	\$10,700	\$75.04
Non Medical Medicaid Rides													1,606	3,294			350	\$4,900	\$14.00
Transport - Ride Conn Out of Dist.											23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.								\$513.50				\$4,800						\$5,314	
Special Tran. Formula-TAXI and/or Van											40,985						1,532	\$40,985	N/A
LIHEAP Intakes															1,625		65	\$1,625	\$25.00
<b>TOTALS</b>	14,033	4,300	6,707	-	11,850	13,886	16,700	4,846	1,988	-	94,701	4,800	1,606	49,262	1,625	19,475		199,180	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

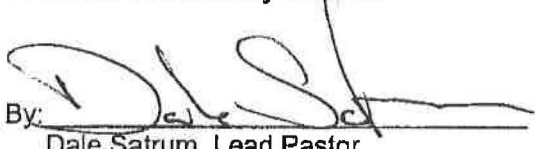

County Contract Amount: \$171,937

Federal Award Totals 67,463

Foothills Community Church DBA: Molalla Adult Community Center  
Subrecipient Grant Agreement #20-003, Amendment 3

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract 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.

<b>Foothills Community Church</b>	<b>CLACKAMAS COUNTY</b>
By:  Dale Satrum, Lead Pastor	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date: 6/14/20	<b>Signing on Behalf of the Board:</b>
Approved as to Content:	
 Cecily Rose, Center Manager Molalla Adult Community Center	Richard Swift, Director Health, Housing & Human Services Dept.
Date: 5/29/2020	Date

July 9, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with City of Sandy – Senior & Community Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for persons in the Sandy service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$2,400 for a revised agreement maximum of \$232,570. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 21, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	051619-A2, 060420-A2
<b>Strategic Plan Alignment</b>	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.
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9246; Subrecipient #20-009

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Sandy – Senior & Community Center to provide Older American Act (OAA) funded services for persons living in the Sandy service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This amendment was delayed due to the timing of the State agreement amendment.

This amendment adds an additional \$2,400 in funding for the 2019-20 fiscal year retro-active to April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel.

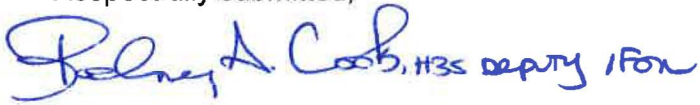


Page 2 – Staff Report: H3S#9246  
July 9, 2020

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Felicity A. Cook, H3S deputy / for". The signature is written in a cursive style.

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9246 Subrecipient #: 20-009 Board Agenda #: 051619-A2, 060420-A2

Division: Social Services Amendment Number: 3

Contractor: City of Sandy – Sandy Senior & Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$2,400.

---

This Amendment #3, when signed by the City of Sandy – Sandy Senior & Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$230,170**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

a. **Grant Funds.** The COUNTY's funding of **\$112,154** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration

funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation, and TriMet.

- b. **Other Funds.** COUNTY's funding of **\$66,846** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$12,870** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$3,500** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$232,570**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$114,554** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$34,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation, and TriMet.
- b. **Other Funds.** COUNTY's funding of **\$66,846** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$12,870** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$3,500** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

- II. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 3, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 4

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

Amend

CITY OF SANDY - SENIOR CENTER  
Fiscal Year 2019-20

City of Sandy – Sandy Senior & Community Center  
Subrecipient Grant Agreement #20-009, Amendment 3

	OAA III B	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	OAA IIE	Required Match	NSIP Funds	Other State Funds	Ride Connection		TriMet Funds		MEDICAID	LEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds		STF	\$310 Funds	\$310 Funds	STF	Funds	Funds	Funds			
Federal Award Numbers	16A0RT3SS	CARES Act	16A0RT3CM	16A0RT3BD	F & CARES Act	16A0RT3PH	16A0RT3FC	N/A	16A0RNSP		N/A	20.513	20.513	N/A	N/A	N/A				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043	93.052		93.053											
Service Category	(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)
COVID Grant Award		9575			14,344			N/A												\$23,919
Case Management (Hours)	\$3,295	\$750						\$366										113	\$4,411	\$35.81
Reassurance (Contacts)	\$1,434	\$750						\$159										84	\$2,343	\$25.90
Info. & Assistance	\$3,429							\$381										188	\$3,810	\$18.27
Transportation OAA	\$5,244	\$1,000						\$583									\$1,000	1,311	\$6,827	\$4.00
Physical Activity/ Falls Prevention						\$5,110		\$0										68.1 Classes	\$5,110	\$75.00
Family Crgy. Respite							\$5,536	\$1,384									\$2,000	175	\$6,920	\$31.70
Trans - Ride Con. Out of Dist											\$22,190						\$600	2,536	\$22,190	\$8.75
Transportation - Special Needs											\$40,525							1,039	\$40,525	\$39.00
Transportation - Boring Lifeline											\$3,081	\$30,000						848	\$33,081	\$39.00
Transport - T19 Non-Med.													\$336	\$714				75	\$1,050	\$14.00
Ride Con - Vehicle Maint								\$1,200				\$4,800						N/A	\$6,000	N/A
Food Service - Frozen HDM				\$13,250				\$1,473	\$4,810									6,775	\$19,534	\$0.710
OAA Nutrition Supplies					\$500			\$0											\$500	
OAA Meal Site Management			\$8,027	\$4,011	\$36,324			\$1,339									\$22,560	23,500	\$49,701	\$1.30
Medicaid Meals - SDSA				(\$3,028)	(\$1,026)			(\$337)	(\$1,182)					\$14,310			(\$1,440)	1,500	\$8,737	\$7.79
LEAP Intakes															\$3,500			140	\$0	\$25.00
<b>TOTALS</b>	<b>\$13,402</b>	<b>\$12,075</b>	<b>\$8,027</b>	<b>\$14,233</b>	<b>\$50,142</b>	<b>\$5,110</b>	<b>\$5,536</b>	<b>\$6,550</b>	<b>\$3,628</b>	<b>\$0</b>	<b>\$65,796</b>	<b>\$4,800</b>	<b>\$30,000</b>	<b>\$336</b>	<b>\$15,024</b>	<b>\$3,500</b>	<b>\$24,720</b>		<b>\$234,659</b>	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$230,170

Federal Award Total: \$146,954

To Read:

**CITY OF SANDY - SENIOR CENTER**  
Fiscal Year 2019-20

City of Sandy – Sandy Senior & Community Center  
Subrecipient Grant Agreement #20-009, Amendment 3

	OAA III B	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	OAA III E	Required	NSIP	Other	Ride Connection		In-Meal Funds		MEDICAID	LIEAP	Program	NO. OF	TOTAL	REBURSE-	
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds		Funds	5310 Funds	STF	Funds	Funds	Income	UNITS				COST
Federal Award Numbers	16AORTSS	CARES Act	16AORT3CM	16AORT3HD	F & CARES Act	16AORT3PH	16AORT3FC	N/A	16AORNSP	Other	STF	5310 Funds	5310 Funds	STF	Funds	Funds	Income	UNITS	COST	MENT RATE	
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043	93.052		93.053	Funds	N/A	20.513	20.513	N/A							
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	
COVID Grant Award		9575			14,344			N/A												\$23,919	
Case Management (Hours)	\$3,295	\$750						\$366										113	\$4,411	\$35.81	
Reassurance (Contacts)	\$1,434	\$750						\$159										84	\$2,343	\$25.90	
Info. & Assistance	\$3,429							\$381										188	\$3,810	\$18.27	
Transportation OAA	\$5,244	\$1,000						\$583									\$1,000	1,311	\$6,827	\$4.00	
Physical Activity/ Falls Prevention						\$5,110		\$0										68.1 Classes	\$5,110	\$75.00	
Family Crgvr. Respite							\$5,536	\$1,384									\$2,000	175	\$6,920	\$31.70	
Trans - Ride Con. Out of Dist											\$22,190						\$600	2,536	\$22,190	\$8.75	
Transportation - Special Needs											\$40,525							1,039	\$40,525	\$39.00	
Transportation - Boring Lifeline											\$3,081		\$30,000					848	\$33,081	\$39.00	
Transport - T19 Non-Med.													\$336	\$714				75	\$1,050	\$14.00	
Ride Con - Vehicle Maint								\$1,200				\$4,800						N/A	\$6,000	N/A	
Food Service - Frozen HDM				\$13,250				\$1,473	\$4,810									6,775	\$19,534	\$0.710	
OAA Nutrition Supplies					\$500			\$0											\$500		
OAA Meal Site Management			\$8,027	\$4,011	\$36,324			\$1,339									\$22,560	23,500	\$49,701	\$1.30	
Site Purchased Meals - Restaurant					\$2,400													300	\$2,400	\$8.00	
Medicaid Meals - SDSA				(\$3,028)	(\$1,026)			(\$337)	(\$1,182)						\$14,310		(\$1,440)	1,500	\$8,737	\$7.79	
LIEAP Intakes																\$3,500		140	\$0	\$25.00	
<b>TOTALS</b>	<b>\$13,402</b>	<b>\$12,075</b>	<b>\$8,027</b>	<b>\$14,233</b>	<b>\$52,542</b>	<b>\$5,110</b>	<b>\$5,536</b>	<b>\$6,550</b>	<b>\$3,628</b>	<b>\$0</b>	<b>\$65,796</b>	<b>\$4,800</b>	<b>\$30,000</b>	<b>\$336</b>	<b>\$15,024</b>	<b>\$3,500</b>	<b>\$24,720</b>		<b>\$237,059</b>		

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

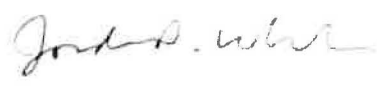
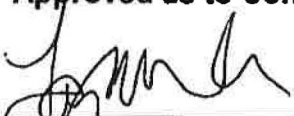
Source of OAA Match - Staff time & Units of Service in excess of contract

Contract Amount: \$232,570

Federal Award Total: \$149,354

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract 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.

<b>City of Sandy – Sandy Senior &amp; Community Center</b>	<b>CLACKAMAS COUNTY</b>
By:  Jordan Wheeler, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
Date June 9, 2020	<b>Signing on Behalf of the Board:</b>
<b>Approved as to Content:</b>  Tanya Richardson, Comm. Services Director	Richard Swift, Director Health, Housing & Human Services Dept.
Date 6/3/20	Date

July 9, 2020

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with Friends of the Estacada Community Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada/Eagle Creek service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$38,760 for a revised agreement maximum of \$114,723. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 21, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	060619-A4, 043020-A2
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9297; Subrecipient #20-002

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons living in the Estacada/Eagle Creek service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

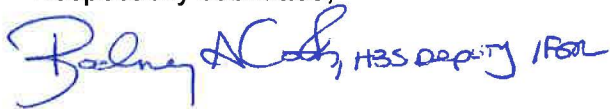
This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This amendment was delayed due to the timing of the State agreement amendment.

This amendment adds \$38,760 in funding for the 2019-20 fiscal year retro-active to April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health Housing & Human Services



Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9297 Subrecipient #: 20-002 Board #: 060619-A4, 043020-A2

Division: Social Services Amendment Number: 3

Contractor: Estacada Community Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$38,760.

---

This Amendment #3, when signed by The Friends of the Estacada Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
  4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$75,963**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$54,632** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052,

93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal

Page 1 of 6

The Friends of the Estacada Community Center  
Subrecipient Grant Agreement #20-002, Amendment 3

Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$12,452** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$6,480** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$114,723**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$87,374** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$13,501** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$11,448** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

**12. Major Disaster Declaration number DR4499OR Agreement Provisions.**  
**County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor**

**on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor**

Page 2 of 6

The Friends of the Estacada Community Center Subrecipient Grant Agreement #20-002, Amendment 3 **shall provide to County timely reports that provide enough detail to**

**County's reasonable satisfaction in order to obtain federal reimbursement.**

III. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



The Friends of the Estacada Community Center Subrecipient  
Grant Agreement #20-002, Amendment 3

**Ame**

**Estacada Community Center**  
 Fiscal Year 2019-20

	OAA IIIB	OAA IIIB	OAA IIIC1	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA IIID	Required	NSIP	State	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REIMBURSE-
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	5310 Funds	STF Funds	Funds	Prog Inc	UNITS	COST	MENT RATE
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3OM	FF Act	16AORT3HD	FF & CARES Act	16AORT3PH	N/A	16AORNSIP	N/A	Funds	N/A	CR-65-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
COVID Grant Award						11,139		N/A										11,139	
Case Management	1735	750						193									114.62	2,678	\$21.68
Reassurance	1714	750						191									107.83	2,655	\$22.85
Information & Assistance	2500							278									151.1	2,778	\$16.55
Public Outreach	200							22									4.0	222	\$50.00
Transportation - OAA	5568							619									928.0	6,187	\$6.00
Trans - Ride Con In Dist								0			9,891					600	1199	10,491	\$8.25
Trans - Ride Con Out Dist								0				1,510				92	183	1,602	\$8.25
Ride Con - Vehicle Maint								600					2,400				N/A	3,000	N/A
Trans - T19 non medical								0						344	706		75	1,050	\$14.00
Evidence-based Health & Wellness programming								5,110	0	0							68 Classes	5,110	\$75.00
Meal Site Mngt. - OAA			4,704		8,071			523								16,425	18,250	29,723	\$1.60
Food Service - Frozen HDM			3,342		7,933			372	3,905								5,500	15,552	\$2.76
OPI HDM										0							0	0	\$0.00
APD Medicaid HDM					(2,198)			(244)	(591)						7,155	(675)	750	3,446	\$4.92
<b>TOTALS</b>	\$11,717	\$1,500	\$8,046	\$0	\$13,806	11,139	\$5,110	\$2,553	\$3,314	\$0	\$9,891	\$1,510	\$2,400	\$344	\$7,861	\$16,441		\$95,632	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 75,963  
 Federal Award Totals \$ 57,032

To

The Friends of the Estacada Community Center  
 Subrecipient Grant Agreement #20-002, Amendment 3

**Estacada Community Center**  
 Fiscal Year 2019-20

	OAA IIB	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	Required	NSIP	State	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF
	Funds	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	5310 Funds	STF Funds	Funds	Prog Inc	UNITS
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	16AAORT3HD	FF & CARES Act	16AAORT3PH	N/A	16AAORNSIP	N/A	Funds	N/A	OR-65-012	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
COVID Grant Award		7,400			11,139		N/A									
Case Management	1,735	750					193									114.62
Reassurance	1,714	750					191									107.83
Information & Assistance	2,500						278									151.1
Public Outreach	200						22									4.0
Transportation - OAA	5,568	1,000					619									928.0
Trans - Ride Con In Dist							0			9,891					600	1199
Trans - Ride Con Out Dist							0				1,510				92	183
Ride Con - Vehicle Maint							600					2,400				N/A
Trans -T19 non medical							0						688	1,412		150
Evidence-based Health & Wellness programming						5,110	0		0							68 Classes
Meal Site Mngt. - OAA			2,527	7,247	31,586		281								16,425	18,250
Food Service - Frozen HDM			2,415	4,145			269	3,905								5,500
Site Purchased Meals - Restaurant					2,120		0									265
OAA Nutrition Supplies					500		0		0							0
APD Medicaid HDM				(2,911)	(982)		(324)	(1,044)						12,641	(1,193)	1,325
<b>TOTALS</b>	\$11,717	\$9,900	\$4,943	\$8,481	44,363	\$5,110	\$2,129	\$2,861	\$0	\$9,891	\$1,510	\$2,400	\$688	\$14,052	\$15,924	

Source of OAA Match - Staff time

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 114,723  
 Federal Award Totals \$ 89,774

Except as set forth herein, the COUNTY and the SUBRECIPIENT ratify the remainder of the Contract 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.

<b>Friends of the Estacada Community Center CLACKAMAS COUNTY</b>	
Commissioner: Ken Humberston By: _____ Jan Gilliland, Board Chair	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader
<u>Janet L. Gilliland</u> 6/08/20	
Date Signing on Behalf of the Board: Approved as to Content:	
<u>Valerie Renteria</u>	Richard Swift, Director Valerie Renteria, Center Manager Health, Housing & Human Services Dept.
<u>06/08/2020</u>	
Date	Date



July 9, 2020

Board of County Commissioner  
County Administrator  
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with City of Wilsonville - Community Center to Provide Older Americans Act Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #3 with the City of Wilsonville - Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum value is increased by \$34,911 for a revised agreement maximum of \$118,403. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Amendment is effective April 13, 2020 and terminates on June 30, 2020
<b>Previous Board Action</b>	060619-A6, 060420-A4
<b>Strategic Plan Alignment</b>	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.
<b>County Counsel</b>	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9271; Subrecipient #20-011

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3 with City of Wilsonville - Community Center to provide Older American Act (OAA) funded services for persons living in the Wilsonville service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This amendment was delayed due to the timing of the State agreement amendment.

Page 2 – Staff Report: H3S#9271  
July 9, 2020

This amendment adds an additional \$34,911 in funding for the 2019-20 fiscal year retro-active to April 13, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Handwritten signature in blue ink that reads "Kelly A. Cook, H3S Deputy / For".

Richard Swift, Director  
Health Housing & Human Services

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9271 Subrecipient #: 20-011 Board Agenda #: 060619-A6

Division: Social Services Amendment Number: 3

Contractor: City of Wilsonville – Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$34,911.

---

This Amendment #3, when signed by the City of Wilsonville – Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended (“agreement”);

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 13, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

**Amend:**

4. **Grant Funds.** COUNTY’s funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and CFDA number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$83,492**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.

a. **Grant Funds.** COUNTY’s funding of **\$83,492** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.

**TO READ:**

4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and CFDA number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$83,492**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.
  - a. **Grant Funds.** COUNTY's funding of **\$83,492** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
  - a. **Other Funds.** The COUNTY's funding of **\$10,000** for nutrition program raw food purchases is from Meals on Wheels People (MOWP) funds issued to the COUNTY by MOWP and Oregon Food Bank.

- II. **AMEND:** Exhibit 3 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

**12. Major Disaster Declaration number DR4499OR Agreement Provisions.**  
*County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.*

- III. **AMEND:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

**TO READ:** Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**Amend:**

**CITY OF WILSONVILLE - COMMUNITY CENTER**

Fiscal Year 2019-20

City of Wilsonville – Community Center  
Subrecipient Grant Agreement #20-011, Amendment 3

	OAA III B Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIIC2 Funds	OAA IIID Funds	OAA Match	NSIP Funds	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CM	FF Act	16AORT3HD	FF & CARES Act	16AORT3PH		16AORNSIP					
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043	N/A	93.053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
COVID Grant Award						10,071		N/A					\$10,071	
Case Management	\$2,106	\$825						234				101.63	\$3,165	\$28.84
Reassurance	\$1,894	\$825						211				95.98	\$2,930	\$28.33
Info. & Assistance	\$1,460							162				65	\$1,622	\$22.46
Transportation	\$5,371							597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION							\$2,860	0				38.1 Classes	\$2,860	\$32.87
OAA/NSIP Food Service			\$13,130		\$9,805			2,550	\$10,395		\$15,840	16,500	51720.37	\$1.43
OAA Meal Site Mngt.			\$14,169		\$10,581			2,752				16,500	\$27,502	\$0.86
OPI HDM										0			\$0	
<b>TOTALS</b>	<b>\$10,831</b>	<b>\$1,650</b>	<b>\$27,300</b>	<b>\$0</b>	<b>\$20,385</b>	<b>\$10,071</b>	<b>\$2,860</b>	<b>\$6,507</b>	<b>\$10,395</b>	<b>\$0</b>	<b>\$15,840</b>		<b>\$105,839</b>	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 83,492

Federal Award Total \$ 83,492

To Read:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2019-20

City of Wilsonville – Community Center  
Subrecipient Grant Agreement #20-011, Amendment 3

	OAA III B Funds	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIIC2 Funds	OAA III D Funds	OAA Match	NSIP Funds	Other Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AART3SS	CARES Act	15AART3CM	15AART3HD	FF & CARES Acts	16AART3PH		15AARNSIP					
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043	N/A	93.053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
COVID Grant Award		\$6,725			10,071		N/A					\$16,796	
Case Management	\$2,106	\$825					234				101.63	\$3,165	\$28.84
Reassurance	\$1,894	\$825					211				95.98	\$2,930	\$28.33
Info. & Assistance	\$1,460						162				65	\$1,622	\$22.46
Transportation	\$5,371	\$1,000					597				1,343	\$6,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION						\$2,860	0				38.1 Classes	\$2,860	\$32.87
OAA/NSIP Food Service			\$8,695	\$6,493	\$8,094		1,689	\$10,553		\$16,080	16,750	\$51,604	\$2.02
OAA Meal Site Mngt.			\$9,604	\$6,786	\$20,381		1,823				16,750	\$38,594	\$2.20
Site Purchased Meals - Restaurant					\$2,160		N/A				270	\$2,160	\$8.00
OAA Nutrition Supplies					\$2,500		N/A					\$2,500	
MOWP-Raw Food Reimbursement							0		10,000			\$10,000	
<b>TOTALS</b>	<b>\$10,831</b>	<b>\$9,375</b>	<b>\$18,299</b>	<b>\$13,279</b>	<b>\$43,206</b>	<b>\$2,860</b>	<b>\$4,716</b>	<b>\$10,553</b>	<b>\$10,000</b>	<b>\$16,080</b>		<b>\$139,199</b>	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations


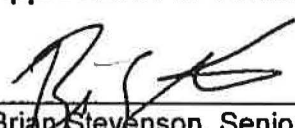
CONTRACT AMOUNT: \$ 118,403

Federal Award Total \$ 108,403

City of Wilsonville – Community Center  
Subrecipient Grant Agreement #20-011, Amendment 3

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract 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.

<b>City of Wilsonville</b>	<b>CLACKAMAS COUNTY</b>
 By: _____ Bryan Cosgrove, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____ Date Approved as to Content:	<b>Signing on Behalf of the Board:</b>
 _____ Brian Stevenson, Senior Services Manager	_____ Richard Swift, Director Health, Housing & Human Services Dept.
_____ Date	_____ Date

July 09, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #160453, Amendment #1 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

<b>Purpose/Outcomes</b>	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.
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$341,229. Funded by State General Fund and Federal Medicaid funds.
<b>Funding Source</b>	Funded by State General Fund and Federal Medicaid funds. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2019 and terminates on June 30, 2021
<b>Previous Board Action</b>	071119-A5
<b>Strategic Plan Alignment</b>	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.
<b>Counsel Review</b>	County Counsel reviewed and approved this document on 6/23/20
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S# 9352

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services requests approval of the Intergovernmental Agreement #160453, Amendment #1 with the State of Oregon, Dept. of Human Services, Aging and People with Disabilities, Community Supports & Services. This agreement provides additional funding for the Social Services Division Aging & Disabilities Resource Center (ADRC) Unit to provide critical access functions to those populations most at risk of COVID-19, mitigate adverse effects of the Pandemic and to enhance and increase virtual access to services. This helps residents remain independent and reduce feelings of isolation in the current environment.



Page 2 – Staff Report: H3S# 9352  
July 11, 2019

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 amendment adds \$55,842 to the existing biennial agreement for a new total of \$341,229. This amendment was reviewed and approved by County Council on June 23, 2020. No County general funds are involved.

**RECOMMENDATION:**

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; or his designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director  
Health Housing & Human Services



**Agreement Number 160453**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto: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 **01** to Agreement Number **160453** 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](mailto:brendadur@co.clackamas.or.us)**

hereinafter referred to as “County.”

1. This amendment shall become effective the date this amendment has been fully executed by every party and, when required, approved by Department of Justice. County shall perform the Program described in Exhibit A, Part 1 with the additional funding for providing services to respond to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR. . This amendment shall be governed by the terms and conditions herein, and such expenses incurred by County may be reimbursed once the Agreement is effective in accordance with the schedule of payments in Exhibit A, Part 2, Section 1f.
2. The Agreement is hereby amended as follows:
  - a. Amend maximum not-to-exceed amount found in **Section 3. Consideration, Subsection a. to be effective April 1, 2020 per the authority under OAR 125-247-0288(a)**. Language to be deleted or replaced is ~~struck through~~; new language

is **underlined and bolded**.

### **3. Consideration**

a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is ~~\$285,387.00~~ **\$341,229.00** DHS will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work and will not pay for Work performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.

- b. Amend **EXHIBIT A, Part 1 Statement of Work** with the addition of a new **Section 6 Rapid Assessment Process COVID-19 Pandemic Response** stated as follows:

### **6. Rapid Assessment Process COVID-19 Pandemic Response**

The Assessment services described in this section provide for a focused response to COVID-19 Pandemic with the coordination of No Wrong Door and Aging and Disability Resource Connection (ADRC) services.

a. **Purpose:**

The purpose of this Amendment is to use COVID-19 funding to support ADRCs in providing critical access functions to those populations most at risk of COVID-19, mitigate adverse effects resulting from the Pandemic, and to enable enhancement and increased virtual access to services.

b. **County shall:**

1. Conduct a Rapid Assessment of ADRC workforce, population, and services specific to COVID-19 response, to be based on guidance provided by the Administration for Community Living (ACL) and the Community Services and Supports Unit (CSSU). The rapid assessment should be completed and submitted via SurveyMonkey no later than June 26, 2020;
2. Use Rapid Assessment results to prioritize the use of Agreement funds to conduct response activities from the list of COVID-19 Potential Response Activities below. Develop and submit a brief project plan and budget for the project period of April 1, 2020 through September 30, 2021, no later than August 1, 2020;
3. Track Agreement expenditures based on guidance provided by ACL and the CSSU. Information and referral, options counseling, and care transitions activities should be recorded in GetCare according to established ADRC standards;
4. Track and report on completed tasks and consumers served throughout Agreement period per requirements established by ACL.
5. Provide a brief summary of completed tasks and number of

consumers served with each invoice submitted quarterly.

6. Submit a final report with an overview of completed tasks and number of consumers served one month after all funds have been expended, but no later than October 31, 2021.

**c. Rapid Assessment Process Guidance:**

Per ACL guidance, County Rapid Assessment Process may include the use of existing data or completing additional information gathering to assess some of the following:

1. Assessment of current workloads or capacity and challenges as part of working remotely at the local level in providing ADRC services to individuals and families.
2. Assessment of the most pressing population needs, services that have been discontinued, or services where demand has increased dramatically due to COVID-19, and other areas where capacity is smaller than demand.
3. Assessment of existing waitlists, if any, and review data reported on types of referrals to identify any increases in types of services requested
4. Assessment of potential ways to improve data tracking and intake to specifically count COVID-19 related inquiries and referral types
5. Assessment of populations most at risk of COVID-19 who are seeking transitional support from hospital-to-home and nursing home-to-home to release additional pressure on hospitals and nursing homes;
6. Assessment of populations most at risk of social isolation and needed outreach plans; and
7. Assessment of existing data on people who are now homebound due to COVID-19 and develop an outreach plan to identify need.

**d. COVID-19 Potential Response Activities:**

ADRC may use Agreement funds to conduct some or all of the following activities:

1. Virtual Management of ADRC access functions. Enhancement and infrastructure development of ADRC access functions, e-services to overcome access challenges resulting from COVID-19.
2. Mitigation of social isolation through proactive Information and Referral (I&R) and options counseling activities and follow-ups, including:
  - a) Increase I&R and options counseling phone processes by supporting phone and web-based capacity to respond to increased demands as a result of COVID-19;
  - b) Implement follow-up protocols with I&R staff and options

counselors to ensure that services are activated and are responsive throughout COVID-19 crises;

- c) Develop and implement social isolation screenings and protocols used by I&R specialists and options counselors.
  - d) Utilize and/or expand I&R and options counseling workforce to conduct social calls, text messaging or video chat to homebound individual.
  - e) Ensure statewide I&R access system is able to identify and collaborate with community partners able to provide essential services to meet critical needs of ADRC consumers. Some examples include coordination with local restaurants and/or online/mobile food order and delivery services and local transportation services to deliver meals, food and medications to older adults, people with disabilities and their caregivers.
3. Support technology needs of ADRC consumers by:
- a) Collaborating with and providing referrals to the State Assistive Technology Act program, Access Technologies Inc. for assistive technology assessments, technology devices, and training for older adults, people with disabilities, caregivers and clinicians to understand how to use telehealth technologies to provide and receive services and participate in technology strategies to increase social engagement and social connectedness while reducing social isolation.
  - b) Collaborating with and providing referrals to the Public Utility Commission (PUC) to help consumers who qualify access their Telecommunications Devices Access Program (TDAP) and Lifeline Program.
  - c) Providing consumers with a telecommunications device on loan and/or funding support for cellular or internet connectivity for consumers. Services provided by programs like the state AT program and the PUC should be explored prior to using funds for these activities. The most cost effective option that meets the consumer's needs should be selected. See additional guidance below.
4. Collaborate with Longterm Care Ombudsman office to help address needs of consumers residing in longterm care facilities.
5. Innovation of and Development of enhancements to ADRC services or service structures
6. Marketing and outreach of ADRC services to support consumers affected by COVID-19
7. For ADRCs with established evidence-based Coleman Care Transitions programs in place, funds could be used for the deployment

of Care Transitions services for targeted populations most at risk of COVID-19 who are seeking transitional support from hospital-to-home and nursing home-to-home.

e. **Guidance for Purchases under this Agreement:**

**Purchase of technology/devices and providing technical assistance to consumers on the use of technology/devices.**

1. ADRC should collaborate with existing programs like the state Assistive Technology (AT) program prior to using funds to purchase technology/devices, AT services, and/or consumer support for using technology and devices. If funds are used to purchase these items, ADRC should research multiple purchasing options including bulk purchasing through the Department of Human Services in order to secure the most cost-effective option. Additionally, policies and procedures governing the provision and usage of such technologies and devices should be developed and should consider issues such as whether they will be provided on loan, or permanently; the criteria for provision; what type of assessment will be made to determine the conditions for provision and the frequency for reassessment; whether or not usage by individuals in the home who are younger than age 60 is a permissible use; how will Information Technology (IT) support be provided, at what frequency, and total hours provided per consumer; how will upgrades to software be provided; who is responsible if the device is broken, lost or stolen; will it be used only for the duration of the public health emergency and then retrieved; etc.

2. **Purchase of cellular or internet access.**

ADRC should collaborate with existing programs like the state AT program and the PUC prior to using funds to purchase these items. If funds are used to purchase these items, policies and procedures governing the provision and usage of cellular or internet access should be developed and should consider issues such as whether they will be provided on a fixed short term or longer basis; the criteria for provision; what type of assessment will be made to determine the conditions for provision and the frequency for reassessment; whether or not usage by individuals in the home who are younger than age 60 is a permissible use; how will IT support be provided; who is responsible if any limits on usage are exceeded; will it be provided only for the duration of the public health emergency; etc.

- c. Amend **Exhibit A, Part 3 “Special Terms and Conditions”**, to include specific requirements related to the use of “Families First Coronavirus Response Act Funding”, to include a new **Exhibit A, Part 3 “Special Terms and Conditions”**, Section 8, “Major Disaster Declaration number DR4499OR Agreement Provisions”, incorporated herein by this reference stated as follows:

8. **Major Disaster Declaration number DR4499OR Agreement Provisions.**

DHS is acquiring the services under this amended Agreement for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. DHS intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act, for the costs, and Recipient shall provide to DHS timely reports that provide enough detail to DHS' reasonable satisfaction, in order to obtain federal reimbursement.

This Agreement is subject to the additional federal terms and conditions located at:

<https://www.oregon.gov/das/Procurement/Documents/COVIDFederalProvisions.pdf> as may be applicable to this Agreement.

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. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
  - a. The County is in compliance with all insurance requirements in Exhibit C of the original 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 for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. 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;
  - b. 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;
  - c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;

- d. 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;
- e. 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>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
  - (1) County is exempt from backup withholding;
  - (2) 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
  - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.



5. **County Data.** 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):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_

**Proof of Insurance:** County 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: \_\_\_\_\_

**6. Signatures.**

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**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:**

Jefferay A. Wahl Attorney-in-Charge	Email approval on file	6/17/2020
Department of Justice		Date

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #3 with Lifeworks Northwest to provide Relief Nursery Services in Clackamas County

<b>Purpose/Outcome</b>	Lifeworks Northwest – Children’s Relief Nursery will provide services to families with children at risk and/or that have experienced child abuse/neglect. Services include therapeutic programs and home visitation services or equivalent virtual support, ongoing home-based parent education and respite care. Parents will also have the opportunity to attend an additional 10-week Circle of Security parenting education series.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #3 adds \$72,000 for a maximum value of \$218,260 and extends the end date to June 30, 2021.
<b>Funding Source</b>	Clackamas County General Fund
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action/Review</b>	062019-A7
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel reviewed and approved this document on: June 9, 2020
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 8926

**BACKGROUND:**

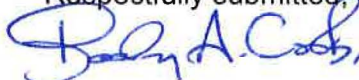
The Children, Family and Community Connections Division of the Health, Housing and Human Services Department requests the approval of a local Subrecipient Grant Agreement Amend #3 with LifeWorks Northwest for Relief Nursery services. Lifeworks NW – Children’s Relief Nursery services high-risk families with children under the age of six with the intensive support they need for their children to grow up safe, healthy and ready for school. Children participate in therapeutic programs, families receive home visits and are offered parenting education opportunities to promote health parenting and child development, with the goal of reducing the risk of child abuse and neglect.

This Local Subrecipient Grant Agreement Amend #3 is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$218,260.

**RECOMMENDATION:**

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

Respectfully submitted,

 H3S Deputy / For

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

Local Subrecipient Grant Amendment (FY 20-21)  
**H3S – Children, Family & Community Connections Division**

<u>Local Recipient Agreement Number: 8926</u>	<u>Board Order Number: 062019-A7</u>
<u>Department/Division: H3S-Children, Family &amp; Community Connections</u>	<u>Amendment No. 3</u>
<u>Local Recipient: Lifeworks NW – Relief Nursery</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue Relief Nursery programming services.

This Amendment adds to the maximum compensation and expands the scope of service.

Maximum compensation is increased by \$72,000 for a revised maximum of \$218,260. It becomes effective July 1, 2020 and terminates June 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is \$146,260.

**TO READ:**

1. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is ***\$218,260***.

**AMEND:**

11. **General Agreement Provisions**  
b) **Insurance**

3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

**TO READ:**

**11. General Agreement Provisions**  
**b) Insurance**

3) **Professional Liability.** If the Agreement involves the provision of professional services, ***SUBRECIPIENT*** shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this Agreement, with limits not less than \$2,000,000 per occurrence for the protection COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy. ***Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.***

**REPLACE:**

Exhibit B: Budget Lifeworks NW – Children’s Relief Nursery

**WITH:**

Exhibit B: BUDGET				
<b>Contractor:</b> LifeWorks NW - Children's Relief Nursery <b>Address:</b> 14600 NW Cornell Rd Portland, OR 97229 <b>Contact Person:</b> Cynthia Asai <b>Phone Number:</b> <b>E-mail:</b> <a href="mailto:cynthia.asai@lifeworksnw.org">cynthia.asai@lifeworksnw.org</a> <b>Contract Term:</b> July 1, 2018 through June 30, 2021 <b>Contract #:</b> CFCC - #8926 Amend #3				
Budget Category	Budget FY18-19 July 1 '18-June 30 '19	Budget FY19-20 July 1 '19-June 30 '20	Budget FY20-21 July 1 '20-June 30 '21	Total
<b>Personnel</b>				
Early Childhood Specialist @.99 FTE	\$ 33,462.00	\$ 33,462.00	\$ 33,462.00	\$ 100,386.00
Fringe @ .25	\$ 8,365.50	\$ 8,365.50	\$ 8,365.50	\$ 25,096.50
Program Coordinator .20 FTE	\$ 8,910.72	\$ 8,910.72	\$ 8,910.72	\$ 26,732.16
Fringe @ .25	\$ 2,227.68	\$ 2,227.68	\$ 2,227.68	\$ 6,683.04
Service Director @ .10 FTE	\$ 724.46	\$ 724.46	\$ 724.46	\$ 2,173.38
Fringe @ .25	\$ 217.34	\$ 217.34	\$ 217.34	\$ 652.02
Admin assistant to service director @ .005 FTE	\$ 197.50	\$ 197.50	\$ 197.50	\$ 592.50
Fringe @ .25	\$ 54.31	\$ 54.31	\$ 54.31	\$ 162.93
<b>Total Personnel</b>	<b>\$ 54,159.51</b>	<b>\$ 54,159.51</b>	<b>\$ 54,159.51</b>	<b>\$ 162,478.53</b>
<b>Administration</b>				
Admin costs - IT, payroll, accounting, benefits admin, cultural diversity,	\$ 6,788.00	\$ 6,788.00	\$ 6,788.00	\$ 20,364.00
<b>Total Administration</b>	<b>\$ 6,788.00</b>	<b>\$ 6,788.00</b>	<b>\$ 6,788.00</b>	<b>\$ 20,364.00</b>
<b>Program</b>				
General office - occupancy, rent, utilities telephone, copier, general & property insurance	\$ 9,822.49	\$ 9,822.49	\$ 9,822.49	\$ 29,467.47
Professional insurance	\$ 125.00	\$ 125.00	\$ 125.00	\$ 375.00
Conference/Training	\$ 305.00	\$ 305.00	\$ 305.00	\$ 915.00
Mileage	\$ 800.00	\$ 800.00	\$ 800.00	\$ 2,400.00
Circle of Security - program supplies	\$ -	\$ 1,300.00	\$ -	\$ 1,300.00
Circle of Security - child care	\$ -	\$ 960.00	\$ -	\$ 960.00
<b>Total Program</b>	<b>\$ 11,052.49</b>	<b>\$ 13,312.49</b>	<b>\$ 11,052.49</b>	<b>\$ 35,417.47</b>
<b>Total Budget</b>	<b>\$ 72,000.00</b>	<b>\$ 74,260.00</b>	<b>\$ 72,000.00</b>	<b>\$ 218,260.00</b>

**Exhibit C: Performance Reporting  
 Children, Family & Community Connections Division  
 Work Plan Quarterly Report – Year 3 (includes COS training)**

Program: Children's Relief Nursery  
 Contractor: LifeWorks NW  
 Contact: Denise Glascock denise.glascock@lifeworksnw.org  
 Contract Term: July 1, 2020 – June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Q1	Q2	Q3	Q4
<p><b>Center-Based</b>                      By 6/30/2021, a minimum of 16 unduplicated children will each receive 276 hours of therapeutic classroom services or equivalent virtual support.</p> <p>By 6/30/2021, a minimum of 16 unduplicated children will be receiving, at minimum, monthly home visiting services. Home visiting services may be delivered virtually.</p>	<p>70% children will demonstrate improvement in age appropriate interactions with peers and adults based on ASQ &amp; ASQSE assessments.  <b>Subjective observation, reported quarterly for children who have not yet completed 276 hours.</b></p> <p>After one year of Relief Nursery services, <b>80%</b> of children will either achieve age-appropriate developmental progress as measured by appropriate developmental assessment tools (ASQ and ASQ-SE), or will be receiving appropriate Special Education and/or other special needs services).  <b>Reported when child/family has received services for one year.</b></p> <p>70% of parents will demonstrate positive parent-child interactions as measured by Relief Nursery standards.</p>	# Served center-based – children (total)				
		# Served center-based – families (total)				
		# Served center-based – parents (total)				
		# Children who have received at least 276 hours of therapeutic services				
		# children (276 hours of services) achieving age appropriate developmental progress (ASQ, ASQ-SE)				
		# children (276 hours of services) who have been referred to and are receiving appropriate Special Education and/or other special needs services				
		# parents demonstrating positive parent/child interaction				
		# Children receiving monthly home visiting services				
<p><b>Home-Based</b>                      By 6/30/2021, a minimum of 10-20 unduplicated families will receive ongoing home-based parenting education delivered in person or virtual format.</p>	<p>70% parents will demonstrate an increase in quality of parent-child interactions as measured by the Child Directed Interaction Surveys (pre/post).</p>	# Served home-based – children				
		# Served home-based – families				
		# Served home-based – parents				
		# parents demonstrating increased quality of parent/child interactions				
<p>By 6/30/2021, an average of 5 families receiving home-based and center-based services will take advantage of Respite Services at least twice. (As restrictions allow, respite will occur every second Friday of the month and includes up to three hours of classroom based services).</p>	<p><i>Relief Nursery Parent Interaction Assessment</i></p>	# Served Respite – children				
		# Served Respite – families				
<b>PARENTING EDUCATION</b>						
<b>By June 30, 2021, conduct one English</b>	<b>75% of participants in English-speaking Parenting</b>	# sessions offered during the quarter				

<p><b>class series of Circle of Security (total of 10 sessions), with a minimum of 6 unduplicated parents.</b></p>	<p><b>Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</b></p>				
	<p><b>75% of participants in English speaking Parent Education classes will attend at least 70% of the 10 sessions offered.</b></p>	# of parents attending at least one class:			
	<p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	Average # of parents at each class:			
		# of parents attending at least 70% of class sessions offered: (measured at series end)			
		Average # of children in childcare each night:			
		# of families with DHS involvement			
		# Assessed with PSL			
		# Successful based on PSL			
% Successful					
<p><b>ADDITIONAL REQUIREMENTS</b></p>					
<p>Facilitator(s) must review fidelity standards information document and complete one fidelity checklist by June 30, 2021.</p>	Indicate which quarter the fidelity checklist was completed:				
<p>Facilitator(s) must arrange with county staff one class site observation prior to week 8 of class duration for each series offered</p>	Indicate which quarter the site visit was completed:				



**REPLACE:**

Exhibit D-1: Lifeworks NW – Children's Relief Nursery Reimbursement Request

WITH:

Exhibit D-1: REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .</li> </ul>				
<b>Contractor:</b> LifeWorks NW - Children's Relief Nursery				
<b>Address:</b> 14600 NW Cornell Rd		<b>Report Period:</b>		
Portland, OR 97229				
<b>Contact Person:</b> Cynthia Asai		<b>Contract 8926 Amend 3</b>		
<b>Phone Number:</b>				
<b>E-mail:</b> <a href="mailto:cynthia.asai@lifeworksnw.org">cynthia.asai@lifeworksnw.org</a>				
<b>Contract Period:</b> July 1, 2020 - June 30, 2021				
Budget Category	Budget July 1 '20-June 30 '21 (includes COS carry-fwd)	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Early Childhood Specialist @.99 FTE	\$ 33,462.00	\$ -	\$ -	\$ 33,462.00
Fringe @ .25	\$ 8,365.50	\$ -	\$ -	\$ 8,365.50
Program Coordinator .20 FTE	\$ 8,910.72	\$ -	\$ -	\$ 8,910.72
Fringe @ .25	\$ 2,227.68	\$ -	\$ -	\$ 2,227.68
Service Director @ .10 FTE	\$ 724.46	\$ -	\$ -	\$ 724.46
Fringe @ .25	\$ 217.34	\$ -	\$ -	\$ 217.34
Admin assistant to service director @ .005	\$ 197.50	\$ -	\$ -	\$ 197.50
Fringe @ .25	\$ 54.31	\$ -	\$ -	\$ 54.31
<b>Total Personnel</b>	<b>\$ 54,159.51</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 54,159.51</b>
<b>Administration</b>				
Admin costs - IT, payroll, accounting, benefits admin, cultural diversity, exec team	\$ 6,788.00	\$ -	\$ -	\$ 6,788.00
<b>Total Administration</b>	<b>\$ 6,788.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,788.00</b>
<b>Program</b>				
General office - occupancy, rent, utilities telephone, copier, general & property	\$ 9,822.49	\$ -	\$ -	\$ 9,822.49
Professional insurance	\$ 125.00	\$ -	\$ -	\$ 125.00
Conference/Training	\$ 305.00	\$ -	\$ -	\$ 305.00
Mileage	\$ 800.00	\$ -	\$ -	\$ 800.00
Circle of Security - program supplies	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00
Circle of Security - child care	\$ 960.00	\$ -	\$ -	\$ 960.00
<b>Total Program</b>	<b>\$ 13,312.49</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,312.49</b>
<b>Total Grant Funds Requested</b>	<b>\$ 74,260.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,260.00</b>

By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.  
 Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.

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

**AGENCY**

Lifeworks NW  
14600 NW Cornell Road  
Portland, OR 97229

By:   
Mary Morhart, CEO/President

Date: 06/12/20

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

  
Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:

  
Adam Freer, Director  
Children, Family & Community Connections Division

Date: June 16, 2020

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #1 with  
Todos Juntos to provide Kindergarten Readiness Partnership & Innovation Services

<b>Purpose/Outcome</b>	Todos Juntos will implement JumpStart, a kindergarten readiness program, community-based workshops and community events to families with children ages 0-6 to increase the readiness for pre-kindergarten children in Clackamas County Oregon Trail and Estacada School Districts. The amendment extends the end date and adds another year of funding.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$119,000 for a maximum value of \$218,711 and extends the end date to June 30, 2021. No County General Fund involved and no match required.
<b>Funding Source</b>	State of Oregon, Dept of Education through its Early Learning Division
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action/Review</b>	102419-A2
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel reviewed and approved this document on:
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9473

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with Todos Juntos to provide community and school partnerships and innovations that result in measureable increases in readiness for kindergarten children ages 0-6 in rural areas of Clackamas County.

This Local Subrecipient Grant Agreement Amend #1 is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$218,711.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

Local Subrecipient Grant Amendment (FY 20-21)  
**H3S – Children, Family & Community Connections Division**

Local Recipient Agreement Number: 9473

Board Order Number: 102419-A2

Department/Division: H3S-CFCC

Amendment No. 1

Local Recipient: Todos Juntos

Amendment Requested By: Adam Freer

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation and extends the duration of the Kindergarten Partnership Innovation Grant for Todos Juntos.

Maximum compensation is increased by \$119,000 for a revised maximum of \$218,711. It becomes effective July 1, 2020 and terminates June 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

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 October 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.

**TO READ:**

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 October 1, 2019 and not later than ***June 30, 2021***, 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.

**AMEND:**

2. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that COUNTY will pay on this agreement is \$99,711.





Children, Youth & Families Division  
 Early Learning Hub of Clackamas County  
 Work Plan 2019-2021  
 Comments and Narrative

Please provide updates on key strategies and deliverables as well as any changes in sustainability planning and cross-sector partnerships. Include program successes and current challenges. Note any strategies moving forward to alleviate those challenges.

Reporting Period	Narrative
October – December 2019:	
January-March 2020:	
April-June 2020:	
July-Sept 2020:	
October – December 2020:	
January-March 2021:	
April-June 2021:	

Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)), Stephanie Radford ([sradford@clackamas.us](mailto:sradford@clackamas.us))

Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial

- October-December 2019 DUE: January 15, 2020
- January-March 2020 DUE: April 15, 2020
- April-June 2020 DUE July 15, 2020
- July-September 2020: DUE October 15, 2020
- October-December 2020 DUE: January 15, 2021
- January-March 2021 DUE: April 15, 2021
- April-June 2021 DUE July 15, 2021

Testimonial or story

Please provide two testimonials or stories related to your quality work with families for each site you provide services. Completed testimonial due by July 15, 2020 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

Creation and Distribution of Educational Materials and Resources

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

## Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)) and Stephanie Radford ([sradford@clackamas.us](mailto:sradford@clackamas.us))

Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial

- **October-December 2019 DUE: January 15, 2020**
- **January-March 2020 DUE: April 15, 2020**
- **April-June 2020 DUE July 15, 2020**
- **July – September 2020 DUE October 15, 2020**
- **October-December 2020 DUE: January 15, 2021**
- **January-March 2021 DUE: April 15, 2021**
- **April-June 2021 DUE July 15, 2021**

Testimonial or story

Please provide two testimonials or stories related to your quality work with families and the KPI services you provide. Completed testimonial due by July 15, 2020 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to

highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

Creation and Distribution of Educational Materials and Resources

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

**REPLACE:**

Exhibit B: Budget Todos Juntos KPI

**WITH:**

Exhibit B: BUDGET (KPI Services)			
<b>Contractor:</b> Todos Juntos - KPI			
<b>Address:</b> PO Box 645 Canby, OR 97013		Contract #9473 Amend #1	
<b>Contact Person:</b> Shawna Johnson			
<b>Phone Number:</b> 503-341-3381			
<b>E-mail:</b> <a href="mailto:shanai@todos-juntos.net">shanai@todos-juntos.net</a>			
<b>Contract Term:</b> Oct 1 '19-Jun 30 '21			
Budget Category	Approved Budget Oct 1 '19-Jun 30 '20	Approved Budget July 1 '20-Jun 30 '21	Total
<b>Personnel</b>			
Program Director	\$ 36,000.00	\$ 45,000.00	\$ 81,000.00
Sandy Youth Program Facilitator	\$ 10,800.00	\$ 13,460.00	\$ 24,260.00
Sandy Activity Support Staff	\$ 4,536.00	\$ 5,096.00	\$ 9,632.00
Estacada Site Coordinator	\$ 15,200.00	\$ 17,860.00	\$ 33,060.00
Estacada Activity Support Staff	\$ 4,536.00	\$ 4,856.00	\$ 9,392.00
Little Chippers Program Staff	\$ 1,720.00	\$ 1,720.00	\$ 3,440.00
Jumpstart Teachers & Support (Sandy)	\$ 1,295.00	\$ 1,295.00	\$ 2,590.00
Canby/Molalla Playgroup Facilitator	\$ 3,040.00	\$ 3,040.00	\$ 6,080.00
Taxes & Fringe @ .11%	\$ 8,483.97	\$ 10,262.37	\$ 18,746.34
<b>Total Personnel</b>	<b>\$ 85,610.97</b>	<b>\$ 102,589.37</b>	<b>\$ 188,200.34</b>
<b>Administration</b>			
Administration	\$ 9,079.00	\$ 11,288.60	\$ 20,367.60
<b>Total Administration</b>	<b>\$ 9,079.00</b>	<b>\$ 11,288.60</b>	<b>\$ 20,367.60</b>
<b>Program</b>			
Materials & Supplies	\$ 2,421.03	\$ 2,447.03	\$ 4,868.06
Equipment			\$ -
Phone	\$ 600.00	\$ 675.00	\$ 1,275.00
Insurance	\$ 800.00	\$ 800.00	\$ 1,600.00
Training/Conference/Travel	\$ 400.00	\$ 400.00	\$ 800.00
Mileage	\$ 800.00	\$ 800.00	\$ 1,600.00
<b>Total Program</b>	<b>\$ 5,021.03</b>	<b>\$ 5,122.03</b>	<b>\$ 10,143.06</b>
<b>Total Budget</b>	<b>\$ 99,711.00</b>	<b>\$ 119,000.00</b>	<b>\$ 218,711.00</b>



**REPLACE: Exhibit D-1 Todos Juntos Reimbursement Request**

**With:**

<b>Exhibit D-1: KPI REIMBURSEMENT REQUEST</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .</li> </ul>				
<b>Contractor:</b> Todos Juntos - KPI				
<b>Address:</b> PO Box 645			<b>Report Period:</b>	
Canby, OR 97013				
<b>Contact Person:</b> Shawna Johnson				
<b>Phone Number:</b> 503.341.3381			<b>Contract</b>	9473 Amend 1
<b>E-mail:</b> <a href="mailto:shawnaj@todos-juntos.net">shawnaj@todos-juntos.net</a>				
<b>Contract Period:</b> July 1 '20-June 30 ;21				
Budget Category	Approved Budget July 1 '20-Jun 30 '21)	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Program Director	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Sandy Youth Program Facilitator	\$ 13,460.00	\$ -	\$ -	\$ 13,460.00
Sandy Activity Support Staff	\$ 5,096.00	\$ -	\$ -	\$ 5,096.00
Estacada Site Coordinator	\$ 17,860.00	\$ -	\$ -	\$ 17,860.00
Estacada Activity Support Staff	\$ 4,856.00	\$ -	\$ -	\$ 4,856.00
Little Chippers Program Staff	\$ 1,720.00	\$ -	\$ -	\$ 1,720.00
Jumpstart Teachers & Support (Sandy)	\$ 1,295.00	\$ -	\$ -	\$ 1,295.00
Canby/Molalla Playgroup Facilitator	\$ 3,040.00	\$ -	\$ -	\$ 3,040.00
Taxes & Fringe @ .11%	\$ 10,262.37	\$ -	\$ -	\$ 10,262.37
<b>Total Personnel</b>	<b>\$ 102,589.37</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 102,589.37</b>
<b>Administration</b>				
Administration	\$ 11,288.60	\$ -	\$ -	\$ 11,288.60
<b>Total Administration</b>	<b>\$ 11,288.60</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,288.60</b>
<b>Program</b>				
Materials & Supplies	\$ 2,447.03	\$ -	\$ -	\$ 2,447.03
Equipment	\$ -	\$ -	\$ -	\$ -
Phone	\$ 675.00	\$ -	\$ -	\$ 675.00
Insurance	\$ 800.00	\$ -	\$ -	\$ 800.00
Conference Training	\$ 400.00	\$ -	\$ -	\$ 400.00
Mileage	\$ 800.00	\$ -	\$ -	\$ 800.00
<b>Total Program</b>	<b>\$ 5,122.03</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,122.03</b>
<b>Total Grant Funds Requested</b>	<b>\$ 119,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 119,000.00</b>
By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge. Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.				

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

**AGENCY**

Todos Juntos  
PO Box 645  
Canby, OR 97013

By:   
Eric Johnston, Director

Date: 6/9/2020

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_

Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan: \_\_\_\_\_

  
\_\_\_\_\_

Adam Freer, Director  
Children, Family, & Community Connections  
Division

Date: \_\_\_\_\_

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Subrecipient Grant Agreement with Northwest Family Services (NWFS)  
for Children of Incarcerated Parents (CIP) and Parenting Inside Out (PIO) Services

<b>Purpose/Outcomes</b>	NWFS will provide services for Children of Incarcerated Parents (CIP) to include parenting education and coaching to improve parenting skills of program participants, and support services and mentoring for children whose parents are involved in the justice systems. Parenting Inside Out (PIO) is a 12-week interactive series that highlights effective parenting skills and helps parents interact positively with their children. The classes also provide opportunities for families to locate services and support.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$130,000. No County Staff are funded through this Agreement.
<b>Funding Source</b>	County General Funds (\$80,000) Health Share of Oregon through Behavioral Health IAA 9714 (\$40,000) Clackamas County Juvenile Dept IAA (\$10,000)
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: June 9, 2020
<b>Contact</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC-9748

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Grant Agreement with NWFS to provide Children of Incarcerated Parents Parenting Inside Out parenting classes and youth mentoring and support. Services to be provided under this contract include evidence-based parenting educational curriculum and youth mentoring, coaching, and support services.

Funding for this Agreement is County General Funds. It has been reviewed by County Counsel and has a maximum value of \$130,000.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-9748</b>	
Program Name: <b>Northwest Family Services CIP and PIO</b> Program/Project Number: 9748	
This Agreement is between <u>Clackamas County</u> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <u>Northwest Family Services</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: <b>Michael Morasko</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: <b>Rose Fuller</b>	Program Representative: <b>Rose Fuller</b>
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

### RECITALS

1. There are over 20,000 children in Oregon with a parent in prison. Two-thirds of those parents have child(ren) under 18 with half of them expecting to live with their children after they are released. Children of Incarcerated Parents (CIP) aims to meet the complex needs of these children through mentorship, the development of positive social norms, working collaboratively to provide resources and advocacy to youth and families, and to bring awareness and education to communities.

Parenting Inside Out (PIO) is a 12-week series for parents and satisfies mandated parenting class requirements. This interactive program highlights effective parenting skill and helps parents to interact positively with different personalities and needs. The classes also provides opportunities for families to locate resources and support.

2. Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement,

couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to work with Northwest Family Services as part of a comprehensive, multi-agency approach to address the needs of very high-risk families and build strong parenting skills, prevent child abuse/neglect, and improve family stability through a variety of support activities and referral services including:

Mentoring and support services to children whose parents are or have been involved in the criminal justice system: youth will receive one-on-one support, connection to needed resources, and other targeted services. Youth are referred to the program by schools, PreventNet site staff, homeless liaisons, federal, state and local agencies, and other community partners.

Evidence-based parenting classes using the Parenting Inside Out curriculum to increase parenting skills to improve outcomes for both the parent and the child(ren). Class participants are connected to supportive community resources and services.

4. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant 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, 2020** and not later than **June 30, 2021**, 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 requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform 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.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$130,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** 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 reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue 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) **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 modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D-1: Request for Reimbursement. All reports must be submitted on templates provided in the

Exhibits, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.

- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **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 this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this agreement and all associated amendments.

#### 11. Compliance with Applicable Laws

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

## 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, 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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 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.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.



- 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 contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day 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. 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.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as

Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**SUBRECIPIENT**

Northwest Family Services  
6200 SE King Road  
Portland, OR 97222

**CLACKAMAS COUNTY**

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

By: Rose Fuller  
Rose Fuller, Executive Director

**Signing on behalf of the Board:**

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing & Human Services

Dated: 6/09/2020

Dated: \_\_\_\_\_

Approved as to budget and work plan:

Adam Freer June 9, 2020

Adam Freer, Director  
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

## **EXHIBIT A-1: SCOPE OF WORK**

### **Program Description**

#### **Youth**

- A minimum of 20 unduplicated core youth are referred by school, PreventNet, Homeless liaisons and other community partners will be met with weekly. (A minimum of 10 times per quarter).
- A minimum of 2 Big Challenges groups (in schools) will be held and serve 12-18 kids.
- A minimum of 14 core youth will be matched with a mentor to provide individual support services.
- A minimum of 20 core youth will participate in a minimum of 3 field trips over the course of the year.

#### **Adults**

- Conduct a minimum of 2 series of 12 classes at accessible times and locations with a minimum of 25 unduplicated adults representing 30 to 45 youth.
- Participating families will be linked to supportive community resources as identified.
- Provide CSAP family support services for up to 7 families (1 to 2 families a quarter).

### **Outcomes**

#### **Youth**

- 100% of referred youth will be contacted within one week of initial referral.
- 95% of referred youth will have individualized case plans within 3 weeks of obtaining custodial adult consent.
- 85% of the core youth will demonstrate positive change in pro-social skills and targeted behaviors.
- 85% of youth identified as core youth will receive one-on-one mentoring support.
- 75% of youth will report experiencing positive support and enrichment through field trips.

#### **Adults**

- 80% of parents will report gaining skills necessary to improve parenting.
- 95% of families will be linked to supportive community resources.
- 95% of the participants will indicate satisfaction on a client participation survey
- 95% of parents will experience an increase in at least one of the five domains of the Nurturing Parenting Scale.

### **Funder Recognition**

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections (CFCC) and include its logo. Media communications should also acknowledge CFCC.

Marketing materials reproduced using these grant funds must be submitted with quarterly reports.

**Exhibit A-2 Work Plan and Quarterly Reports**

**Children, Family & Community Connections Division**

**Exhibit A: FY 20 -21 Work Plan Quarterly Report**

Provider: Northwest Family Services  
 Contact: Rose Fuller, Director

Activity: **Children of Incarcerated Parents**  
 Contract Period: July 1, 2020 - June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sept 2020	Oct-Dec 2020	Jan-Mar 2021	Apr-Jun 2021	TOTAL
<p>By <b>June 30, 2021</b>, a minimum of <b>20</b> unduplicated core youth (referred by school, PreventNet, homeless liaisons and other community partners) will be met with weekly, a minimum of <b>10 times per quarter</b>.</p> <p>Intakes will be conducted, release forms collected, and families will be engaged.</p> <p>Children and family will meet with program staff twice per year to outline and measure goal planning.</p>	<p>100% of referred youth will be contacted within one week of initial referral.</p> <p>95% of referred youth will have individualized case plans within 3 weeks of obtaining custodial adult consent</p> <p>85% of the core youth will demonstrate positive change in pro-social skills and targeted behaviors.</p> <p>Measured by case notes and progress on their case plan goal achievement (homework completion, attendance, tardiness, grades, anti-social thinking/values beliefs, substance use, aggressive behaviors, disruptive behaviors, runaway).</p>	# of core youth served				
		# of new core youth served				
		# of core youth on waitlist				
		# of core youth closed				
		# Youth contacted within one week of referral				
		# Youth with an individualized case plan				
		# youth completed goal planning with family and staff				
		# Youth demonstrating positive change in prosocial skills and targeted behaviors				
		% Youth demonstrating positive change in prosocial skills and targeted behaviors				
		# non-core youth receiving resource matching, participating in activities (ex. sibling)				
<p>By <b>June 30, 2021</b>, a minimum of <b>14</b> core youth will be matched with a mentor to provide individual support services.</p>	<p>85% of youth identified as core youth will receive one-to-one mentoring support</p> <p>85% of youth linked to a mentor will demonstrate positive change in pro-social and targeted behaviors.</p> <p>Measured by case records and participation in the community pro-social activities.</p>	# Youth receiving one-on-one mentoring support				
		# Mentored Youth demonstrating positive change in prosocial and targeted behaviors				
		% Youth demonstrating positive change in prosocial and targeted behaviors				

<p><b>By June 30, 2021</b>, a minimum of 20 core youth will participate in a minimum of 3 field trips over the course of the year.</p>	<p>75% of youth will report experiencing positive support and enrichment through the small group field trip experience.</p> <p>Measured by: program records, group pictures, youth survey</p>	<table border="1"> <tr> <td># of large group field trips</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># of small group outings</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># Youth participating in field trips</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># Youth reporting positive support and enrichment</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	# of large group field trips						# of small group outings						# Youth participating in field trips						# Youth reporting positive support and enrichment					
# of large group field trips																										
# of small group outings																										
# Youth participating in field trips																										
# Youth reporting positive support and enrichment																										
<p><b>By June 30, 2021</b> a minimum of 4 community outreach activities will be conducted by staff to educate the community on the needs of children of incarcerated parents.</p>	<p>90% of community participants will report a greater awareness of the issues faced by children of incarcerated parents.</p>	<table border="1"> <tr> <td># served</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># assessed</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># successful</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	# served						# assessed						# successful											
# served																										
# assessed																										
# successful																										
<p>Program staff will participate in monthly CIP meetings and monthly staff meetings to review progress towards deliverables.</p>	<p>Measured by meeting summaries and attendance sign-in sheets.</p>	<table border="1"> <tr> <td># CIP meetings conducted during the quarter</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># attended by program staff</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># staff meetings attended</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	# CIP meetings conducted during the quarter						# attended by program staff						# staff meetings attended											
# CIP meetings conducted during the quarter																										
# attended by program staff																										
# staff meetings attended																										
<p><b>By June 30, 2021</b>, Two Big Challenges groups (in schools) will be held and serve 12-18 kids</p>	<p>Measured by group rosters and group schedules.</p>	<table border="1"> <tr> <td># of Big Challenges groups</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td># of children served (unduplicated)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	# of Big Challenges groups						# of children served (unduplicated)																	
# of Big Challenges groups																										
# of children served (unduplicated)																										

**Children, Family and Community Connections - Prevention**  
**Exhibit A: FY 19-20 Work Plan Quarterly Report**

Provider: Northwest Family Services  
 Contact: Rose Fuller, Director

Activity: **Parenting Inside Out**  
 Contract Period: July 1, 2020 - June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sep 2020	Oct-Dec 2020	Jan-Mar 2021	Apr-Jun 2021	TOTAL
<p>By <b>June 30, 2021</b>, conduct a minimum of <b>2</b> series of <b>12</b> classes at accessible times and locations with a minimum <b>25</b> unduplicated adults representing <b>30 to 45</b> youth. Conduct individual intakes/get releases. Offer classes. Graduation.</p> <p>Adults will be referred through a variety of ways: community corrections, DHS child welfare, attorneys, judges, self-referrals, etc</p> <p>80% of parents will report that participation will ultimately lead to an increase in parenting time.</p>	<p><b>80%</b> of parents will report gaining skills necessary to improve parenting.</p> <p>Measured by attendance records, program records, Parenting Skills Ladder</p>	# of series started				
		# of series completed				
		# classe meetings				
		# parents participating				
		# of parents involved with community corrections				
		# of parents involved with DHS child welfare				
		# of parents involved with family court (custody)				
		# of parents with no system involvement				
		# of parents with no parenting time				
		# of parents with limited parenting time				
		# of parents reporting participation will increase parenting time				
		# parents assessed (survey)				
		# parents reporting improved skills				
		% parentes reporting improved skills				
<p>By <b>June 30, 2021</b>, participating families will be linked to supportive community resources as identified.</p>	<p><b>95%</b> of participants will indicate satisfaction on a client participation survey.</p>	# families referred to supportive community resources				
		# families reporting access to supportive community resources				
		% families accessing supportive community resources				

<p><b>By June 30, 2021</b> Provide CSAP Family Support Services (one on one coaching, resource matching, advocacy for family reunification navigation) for 6 -7 families (1 - 2 families per quarter) referred by CSAP</p>	<p>95% of parents receiving parent coaching will experience an increase in at least one of the five domains of the Nurturing Parenting Scale.          95% of parents receiving resource matching and advocacy will indicate satisfaction on a client participation survey.</p>
<p>Staff will participate in monthly Children of Incarcerated Parents (CIP) work group meetings. Establish referral and feedback with the work group and any agency involved with the project.</p>	<p>Measured by CIP meeting summaries, program documents</p>
<p>Staff will participate in monthly staff meetings to review progress towards deliverables.</p>	<p>Measured by staff meeting summaries, attendance, program records</p>

# families participating in one-on-one coaching					
# families assessed using the Nurturing Parenting Scale					
# families increasing on at least one domain					
% families increasing on at least one domain					
# of parents receiving resource matching and advocacy					
# of parents completing client satisfaction survey					

# meetings conducted					
# meetings attended					

# staff meetings conducted					
# staff meetings attended					



**Quarterly Report Narrative:  
Children of Incarcerated Parents  
Person completing this report:**

**July-September**

- Youth referral sources
- Support group locations and dates
- Field trip locations, activities, and dates
- Educational Outreach locations and group descriptions
- Additional information to explain numbers reported in the table above
- Compelling program story

**October-December**

- Youth referral sources
- Support group locations and dates
- Field trip locations, activities, and dates
- Educational Outreach locations and group descriptions
- Additional information to explain numbers reported in the table above
- Compelling program story

**January-March**

- Youth referral sources
- Support group locations and dates
- Field trip locations, activities, and dates
- Educational Outreach locations and group descriptions
- Additional information to explain numbers reported in the table above
- Compelling program story

**April-June**

- Youth referral sources
- Support group locations and dates
- Field trip locations, activities, and dates
- Educational Outreach locations and group descriptions
- Additional information to explain numbers reported in the table above
- Compelling program story

**Parenting Inside Out**

**Person completing this report:**

**July-September**

- Times and locations of PIO classes
- Community resources referred to and accessed by participants
- Challenges
- Successes
- Compelling program story
- Narrative to explain the numbers reported in the table above

**October-December**

- Times and locations of PIO classes
- Community resources referred to and accessed by participants
- Challenges
- Successes
- Compelling program story
- Narrative to explain the numbers reported in the table above

**January-March**

- Times and locations of PIO classes
- Community resources referred to and accessed by participants
- Challenges
- Successes
- Compelling program story
- Narrative to explain the numbers reported in the table above

**April-June**

- Times and locations of PIO classes
- Community resources referred to and accessed by participants
- Challenges
- Successes
- Compelling program story
- Narrative to explain the numbers reported in the Work Plan Report

**EXHIBIT A-3: CLIENT FEEDBACK SURVEY AND REPORT**

*Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.*

**Client Feedback Survey**

	Strongly Agree	Agree	Disagree	Strongly Disagree
Disagree				
1. This service was helpful to me	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Program staff was knowledgeable and respectful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. My cultural/ethnic background was respected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. What could we do to improve this service? _____				

**Encuesta de retro-alimentación de cliente**

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo	Completamente en desacuerdo
1. Este servicio me ayudo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El personal del programa tenía conocimiento y fue respetuoso	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Mi cultura/ origen étnico fue respetado	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ¿Que podríamos hacer para mejorar? _____				

### Client Feedback Report

**Agency:** Northwest Family Services  
**Program:** Parenting Inside Out / Children of Incarcerated Parents  
**Period Covered:**  
**Number of Surveys Distributed:**  
**Number of Surveys Returned:**

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen ético fue respetado	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
What could be done to improve this service? ¿Que podriamos hacer para mejorar?	1. 2. 3. 4.	

**EXHIBIT B: BUDGET**

<b>EXHIBIT B: RECIPIENT BUDGET</b>			
<b>Organization:</b> Northwest Family Services			
<b>Funded Program Name:</b> CIP - PIO		Contract 9748	
<b>Program Contact:</b> Rose Fuller rfuller@nwfs.org			
<b>Agreement Term:</b> July 1, 2020 - June 30, 2021			
	<b>Approved Award Amount</b>	<b>Approved Match Amount</b>	
<b>Approved Award Budget Categories</b>			
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)			
Program Manager @ 1.0 FTE (\$51,000)	\$ 51,000.00	No match is required on this award	
Parent Ed Coordinator @ 1.0 FTE (\$44,000)	\$ 44,000.00		
Fringe @ .24	\$ 22,800.00		
<b>Total Personnel Services</b>	<b>\$ 117,800.00</b>		
<b>Administration</b>			
Admin @ 10% (office, allocated costs, grant administration, etc.)	\$ 10,065.00		
<b>Other</b>			
Program supplies	\$ 500.00		
Telecommunications (2 FTE x \$25 x 12 months)	\$ 600.00		
Mileage	\$ 1,035.00		
<b>Additional (please specify)</b>			
<b>Total Programmatic Costs</b>	<b>\$ 12,200.00</b>		
<b>Total Approved Budget</b>	<b>\$130,000.00</b>		

## EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

### Schedule and Requirements:

Due **monthly** by the 15<sup>th</sup> of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report

Quarterly due dates:

- July – September      Due October 15, 2020
- October – December    Due January 15, 2021
- January – March        Due April 15, 2021
- April – June             Due July 15, 2021

**Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.**



July 1, 2020 through June 30, 2021

**Agency:** Northwest Family Services

**Funded Service:** Children of Incarcerated Parents / Parenting Inside Out

**Program Contact:** Rose Fuller

**Contact Info:** [rfuller@nwfs.org](mailto:rfuller@nwfs.org)

**Period Covered:**

*This report covers the fiscal year starting **July 1, 2020 through June 30, 2021**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

1. **Total number of participants served during the month with the funding allocated for this programming:**
  
2. **Activities that were conducted during the month with the funding allocated for this programming:**
  
3. **Compelling participant story or successfully intervention.**

Person(s) completing this form:

Date:

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #1 with Oregon City School District to provide Kindergarten Readiness Partnership & Innovation Svcs

<b>Purpose/Outcome</b>	Oregon City School District (OCSD) will implement a kindergarten home visit program at 3 Clackamas County Elementary Schools to train a cross section of staff on how to conduct home visits and build partnerships with families to support Kindergarten Readiness Partnership & Innovation Services. OCSD will also offer a Kindergarten Spring Transition workshop for incoming kindergartners and their families to learn about expectations and factors for success prior to starting kindergarten. This amendment extends the end date and adds another year of funding.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$17,300 for a maximum value of \$34,600 and extends the end date to June 30, 2021. No County General Fund involved and no match required.
<b>Funding Source</b>	State of Oregon, Dept of Education through its Early Learning Division
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action/Review</b>	112719-A1
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel reviewed and approved this document on
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9513

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement with Oregon City School District to provide community and school partnerships and innovations that result in measureable increases in readiness for kindergarten children ages 0-6 in Clackamas County.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2000 and terminating on June 30, 2021. This Agreement has a maximum value of \$34,600.

**RECOMMENDATION:**

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

Respectfully submitted,

  
Richard Swift, Director

Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)



Intergovernmental Grant Amendment (FY 20-21)  
**H3S – Children, Family & Community Connections Division**

Local Recipient Agreement Number: 9513	Board Order Number: 112719-A1
Department/Division: H3S-CFCC	Amendment No. 1
Local Recipient: Oregon City School District	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation, updates workplans and extends the duration of the Kindergarten Partnership Innovation (KPI) Grant for Oregon City School District.

Maximum compensation is increased by \$17,300 for a revised maximum of \$34,600. It becomes effective July 1, 2020 and terminates June 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

1. **Term:** This Agreement shall be effective upon execution for services starting October 1, 2019 and terminating on June 30, 2020.

**TO READ:**

1. **Term:** This Agreement shall be effective upon execution for services starting October 1, 2019 and terminating on ***June 30, 2021***.

**AMEND:**

3. **Consideration.** The funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division, through the County, a sum not to exceed \$17,300 for satisfactorily performing the services outlined in Exhibit A-1: Scope of Work. AGENCY use of funds may not exceed the amount specified in Exhibit B: Program Budget. AGENCY may not transfer funds between budget lines without prior written approval of the COUNTY. At no time may budget modifications change the scope of this agreement. Payments shall be made on a cost reimbursement basis and disbursement will be made monthly in accordance with the requirements outlined in: Exhibit C: Financial Report and Request for Reimbursement.

**TO READ:**

3. **Consideration.** The funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division, through the County, a sum not to exceed ***\$34,600*** for satisfactorily performing the services outlined in Exhibit A-1: Scope of Work. AGENCY use of funds may not exceed the amount specified in Exhibit B: Program Budget. AGENCY may not transfer funds between budget lines



Children, Youth & Families Division  
 Early Learning Hub of Clackamas County  
 Work Plan 2019-2021  
 Comments and Narrative

*Please provide updates on key strategies and deliverables as well as any changes in sustainability planning and cross-sector partnerships. Include program successes and current challenges. Note any strategies moving forward to alleviate those challenges.*

Reporting Period	Narrative
October – December 2019	
January-March 2020:	
April – June 2020:	
July – Sept 2020:	
October – December 2020:	
January – March 2021:	
April-June 2021:	

**Reporting Requirements**

**Monthly report, general ledger and reimbursement request**

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)) and Stephanie Radford ([stadford@clackamas.us](mailto:stadford@clackamas.us))

**Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial**

- October-December 2019 (1<sup>st</sup> Quarter) DUE: January 15, 2020
- January-March 2020 (2<sup>nd</sup> Quarter) DUE: April 15, 2020
- April-June 2020 (3<sup>rd</sup> Quarter) DUE July 15, 2020
- July – September 2020 DUE October 15, 2020
- October-December 2020 DUE: January 15, 2021
- January-March 2021 DUE: April 15, 2021
- April-June 2021 DUE July 15, 2021
- 

**Testimonial or story**

Please provide two testimonials or stories related to your quality work with families for each site you provide services. Completed testimonial due by July 15, 2020 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

**Creation and Distribution of Educational Materials and Resources**

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

## Reporting Requirements

### Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)) and Stephanie Radford ([sradford@clackamas.us](mailto:sradford@clackamas.us))

### Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial

- |                                |                              |
|--------------------------------|------------------------------|
| • <b>October-December 2019</b> | <b>DUE: January 15, 2020</b> |
| • <b>January-March 2020</b>    | <b>DUE: April 15, 2020</b>   |
| • <b>April-June 2020</b>       | <b>DUE July 15, 2020</b>     |
| • <b>July – September 2020</b> | <b>DUE October 15, 2020</b>  |
| • <b>October-December 2020</b> | <b>DUE: January 15, 2021</b> |
| • <b>January-March 2021</b>    | <b>DUE: April 15, 2021</b>   |
| • <b>April-June 2021</b>       | <b>DUE July 15, 2021</b>     |

### Testimonial or story

Please provide two testimonials or stories related to your quality work with families and the KPI services you provide. Completed testimonial due by July 15, 2020, but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

### Creation and Distribution of Educational Materials and Resources

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

**REPLACE:**

Exhibit B: Budget Oregon City School District KPI

**WITH:**

<b>Exhibit B: BUDGET (KPI Services)</b>			
<b>Contractor:</b>	Oregon City School District		
<b>Address:</b>	1417 12th St	Contract #9513 Amend #1	
	Oregon City, OR 97045		
<b>Contact Person:</b>	Candice Henkin		
<b>Phone Number:</b>	503-786-8650		
<b>E-mail:</b>	<a href="mailto:candice.henkin@orecity.k12.os.us">candice.henkin@orecity.k12.os.us</a>		
<b>Contract Term:</b>	Oct 1 '19-Jun 30 '21		
Budget Category	Approved Budget Oct 1 '19-Jun 30 '20	Approved Budget July 1 '20-Jun 30 '21	Total
<b>Personnel</b>			
Home Visits, Certified Staff	\$ 12,789.00	\$ 12,789.00	\$ 25,578.00
<b>Total Personnel</b>	<b>\$ 12,789.00</b>	<b>\$ 12,789.00</b>	<b>\$ 25,578.00</b>
<b>Administration</b>			
Administration	\$ -	\$ -	\$ -
<b>Total Administration</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Program</b>			
Materials & Supplies	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00
Training/Conference/Travel	\$ 2,711.00	\$ 2,711.00	\$ 5,422.00
<b>Total Program</b>	<b>\$ 4,511.00</b>	<b>\$ 4,511.00</b>	<b>\$ 9,022.00</b>
<b>Total Budget</b>	<b>\$ 17,300.00</b>	<b>\$ 17,300.00</b>	<b>\$ 34,600.00</b>

**REPLACE:**

Exhibit D-1: Oregon City School District KPI Reimbursement Request

**WITH:**

Exhibit D-1: KPI REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due)</i> .</li> </ul>				
<b>Contractor:</b> Oregon City School District				
<b>Address:</b> 1417 12th St		<b>Report Period:</b>		
Oregon City, OR 97045				
<b>Contact Person:</b> Candice Henkin		<b>Contract 9513</b>		
<b>Phone Number:</b> 503-786-8650		<b>Amend 1</b>		
<b>E-mail:</b> <a href="mailto:candice.henkin@orecity.k12.os.us">candice.henkin@orecity.k12.os.us</a>				
<b>Contract Period:</b> July 1, 2020-June 30, 2021				
Budget Category	Budget (July 1, 2020- June 30, 2021)	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Home Visits, Certified Staff	\$ 12,789.00	\$ -	\$ -	\$ 12,789.00
<b>Total Personnel</b>	<b>\$ 12,789.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,789.00</b>
<b>Administration</b>				
		\$ -	\$ -	\$ -
<b>Total Administration</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Program</b>				
Materials/supplies	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
Conference/Training	\$ 2,711.00	\$ -	\$ -	\$ 2,711.00
<b>Total Program</b>	<b>\$ 4,511.00</b>			<b>\$4,511.00</b>
<b>Total Grant Funds Requested</b>	<b>\$ 17,300.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,300.00</b>
<p><i>By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.</i></p> <p><i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.</i></p>				

[Signature page follows]

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

**AGENCY**

Oregon City School District  
417 12<sup>th</sup> Street  
Oregon City, OR 97045


By:   
Larry Didway, Superintendent

Date: June 10, 2020

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

  
Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:

  
Adam Freer, Director  
Children, Family & Community Connections Division

Date: June 11, 2020

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Local Subrecipient Grant Agreement with Clackamas Women’s Services  
for Shelter/Advocacy and Crisis Domestic Violence Services

<b>Purpose/Outcomes</b>	Clackamas Women’s Services (CWS) will provide emergency safe shelter, advocacy, support groups and services and 24-hour crisis line to survivors of domestic violence in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$238,551. No County Staff are funded through this Agreement.
<b>Funding Source</b>	County General Funds
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: June 11, 2020
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC-9746

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Grant Agreement with Clackamas Women’s Services to serve survivors of domestic violence in Clackamas County. CWS offers free services to survivors of domestic and sexual violence providing support to individuals and families as they work towards a self-sufficient, violence free life. They also offer prevention skills training and advocacy education for citizens in Clackamas County.

Funding for this agreement is County General Funds. This has been reviewed by County Counsel. Agreement has a maximum value of \$238,551.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Director  
Health, Housing & Human Services



<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9746</b>	
Program Name: <b>Clackamas Women's Services – Shelter, Advocacy and Crisis Services</b> Program/Project Number: 9746	
This Agreement is between <b>Clackamas County</b> , Oregon, acting by and through its Department of Health, Housing and Human Services Children, Family and Community Connections Division (COUNTY), and <b>Clackamas Women's Services</b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: <b>Michael Morasko</b>	Program Manager: <b>Sarah Van Dyke</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: <b>Carla Batcheller</b>	Program Representative: <b>Melissa Erlbaum</b>
Clackamas Women's Service 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5801 carlab@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5810 melissae@cwsor.org
FEIN: 93-0900119	

### RECITALS

1. Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.
  
2. Clackamas Women's Services has been providing services to families since 1985. Their innovative and ground-breaking approach to serving survivors includes a "Village Model" of shelter care, housing first to approaching housing needs of participants, and the utilization of trauma informed practices throughout their organization. The organization is a leader in the effort to improve the quality of interventions for survivors and their families, as well as attempts to hold offenders accountable for their abuse. Clackamas Women's Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women's Services works to ensure that individuals and families have equal access to community resources. The organization provides support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.

3. County General Fund dollars will be used to finance this Local SUBRECIPIENT Grant Agreement.
4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant 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, 2020** and not later than **June 30, 2021**, 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 requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. SUBRECIPIENT agrees to perform 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.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that COUNTY will pay is **\$238,551**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that funds are no longer available for this purpose.

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

Effect of Termination. The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

- d. Has already accrued hereunder;
- e. Comes into effect due to the expiration or termination of the Agreement; or
- f. Otherwise survives the expiration or termination of this Agreement.

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

8. **Funds Available and Authorized.** 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 reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
  - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - c. That it has an accounting system and a voluntary board; and
  - d. That it practices nondiscrimination in the provision of its services.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue 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) **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 modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement.

SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.

- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on templates provided in the Exhibits, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2021), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **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 this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the contract and all associated amendments.

## 12. Compliance with Applicable Laws

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

- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

### 13. 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 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, death, 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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it
  - 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.
  - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition

of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 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 contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day 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. 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.

**d) Waiver of Subrogation.**

SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- 1) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- 2) **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.
- 3) **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.
- 4) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between 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.
- 5) **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.
- 6) **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.
- 7) **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.
- 8) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- 9) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- 10) **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.


- 11) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)



**SUBRECIPIENT**

Clackamas Women's Services  
256 Warner Milne Road  
Oregon City, OR 97045

By:   
Melissa Erbbaum, Executive Director

Dated: 6.15.20

**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 & Human Services

Dated: \_\_\_\_\_

Approved as to budget and work plan:

 June 16, 2020

Adam Freer, Director  
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

## **EXHIBIT A-1: SCOPE OF WORK**

Through this project, between July 1, 2020 and June 30, 2021, Clackamas Women's Services will provide emergency shelter housing, 24-hour crisis line support, survivor support groups, and advocacy services to participants of Clackamas County.

Clackamas Women's Services will provide ongoing support to victims including:

- Emergency shelter;
- Crisis line services;
- Crisis support;
- Short and long-term safety planning;
- Information & referrals;
- Advocacy and emotional support;
- Support groups for survivors of domestic violence and sexual assault.

### **Outputs:**

- 60 households will receive shelter
- 100 participants will take part in support groups
- 300 individuals will receive crisis support
- 24-hour Crisis Line will be staffed by trained advocates

### **Outcomes**

- 85% of shelter heads of households will report that after working with CWS they have a safety plan and have new options for staying safe
- 85% of shelter participants will exit into safe and stable housing
- 85% of shelter participants will obtain or maintain public benefits and/or employment
- 85% of those receiving crisis support services will report that because of the service they know more about available resources and how to access them to stay safe
- 85% of support group participants will report that they know more about resources and how to access them

### **Funder Recognition**

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections and include its logo.

Marketing materials produced using these grant funds must be submitted with quarterly reports.

**Exhibit A-2 Work Plan and Quarterly Report**

**Children, Family and Community Connections**  
**Exhibit A-2: FY 20-21 Work Plan Quarterly Report**      **Period: July 1, 2020 - June 30, 2021**  
 Provider: Clackamas Women's Services      Activity : Shelter/Advocacy/Crisis  
 Contact: Melissa Erlbaum/Amy Dou

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul- Sep 2020	Oct- Dec 2020	Jan- Mar 2021	Apr- May 2021	Total
<b>SHELTER SERVICES</b>						
By June 30, 2021, CWS will provide shelter beds/emergency shelter to a minimum of <b>60 unduplicated head of households</b> .	60 unduplicated households will be sheltered.	# of individual adults receiving shelter				0
		# of children receiving shelter				0
		# new households entering shelter				0
		# households turned down for shelter due to a lack of capacity				0
		Average length of shelter stay in # of nights				0
		Longest length of shelter stay in # of nights				0
		# total shelter nights				0
	85% of shelter participants will be assisted to obtain or maintain TANF, SSI, SNAP, OHP, or other public benefits and/or employment, child support, spousal support, etc.	# participants requesting assistance in obtaining resources				0
		# participants receiving assistance obtaining resources				0
		% participants assisted by program in obtaining resources				
85% of shelter participants will exit into safe and stable housing.		# households exiting shelter				0
		# household exiting into safe and stable housing				0
		% household exiting into safe and stable housing				
85% of shelter households will report that after working with CWS, they have a safety plan and have new options on how to stay safe.		# of households exiting shelter who report having a safety plan and have new options to stay safe				0
		% of households exiting shelter who report having a safety plan and have new options to stay safe				

**CRISIS LINE**

<p>By <b>June 30, 2021</b>, CWS will utilize trained staff to provide <b>24-hour crisis line support</b> (including: safety planning, crisis intervention, information/referral using interpretive services) to survivors of domestic violence, sexual assault and stalking as well as information, support and consultation to friends/family and community partners.</p>		# of calls TOTAL					0
		# of callers receiving crisis/support services					0
		# of callers receiving resources/referral					0
		# calls for support/consultation (friends/family, other professionals)					0

**CRISIS SUPPORT**

<p>By <b>June 30, 2021</b> CWS will provide crisis support to <b>300</b> individuals</p>	<p><b>85%</b> of persons receiving crisis support services will report that because of the service, they know more about available resources and how to access them to stay safe (self-report).</p>		# participants served				0
			# participants reporting they know more about available resources and how to stay safe				0
			% reporting that they know about more resources and how to access them to stay safe				

**SUPPORT GROUPS**

<p>By <b>June 30, 2021</b>, CWS will provide <b>3 weekly support groups</b> for a minimum of 100 survivors of domestic violence.</p>	<p><b>85%</b> of support group participants will report that they know more about resources and how to access them.</p>		# of participants receiving DV survivor support group services				0
			# of participants reporting that they know more about resources and how to access them				0
			% of participants reporting that they know more about resources and how to access them.				

### EXHIBIT A-3: CLIENT FEEDBACK SURVEY AND REPORT

*Administer the survey questions listed below to program participants and report results quarterly using the form provided or use questions that coincide with these that you have developed for your program that address the questions/areas.*

#### Client Feedback Survey

	Strongly Agree	Agree	Disagree	Strongly
Disagree				
1. This service was helpful to me <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Program staff was knowledgeable and respectful <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. My cultural/ethnic background was respected <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. What could we do to improve this service? _____				

#### Encuesta de retro-alimentación de cliente

	Completamente de acuerdo	Estoy de acuerdo	No estoy de acuerdo
Completamente en desacuerdo			
1. Este servicio me ayudo <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. El personal del programa tenía conocimiento y fue respetuoso <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Mi cultura/ origen étnico fue respetado <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. ¿Que podríamos hacer para mejorar? _____			

### Client Feedback Report

**Agency:** Clackamas Women's Services

**Program:** Shelter, Advocacy, Crisis Services

**Period Covered:**

**Number of Surveys Distributed:**

**Number of Surveys Returned:**

Client Satisfaction Domain	Scale Response	Number of Responses
This service was helpful/useful Este servicio me ayudo	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
Program staff was knowledgeable and respectful El personal del programa tenía conocimiento y fue respetuoso	Strongly Agree	
	Agree	
	Disagree	
	Strongly Disagree	
My cultural/ethnic background was respected Mi cultura/ origen ético fue respetado	Strongly Agree	
	Agree	
	Disagree	
What could be done to improve this service? ¿Que podríamos hacer para mejorar?	Strongly Disagree	
	1.	
	2.	
	3.	
	4.	

**EXHIBIT B: BUDGET**

<b>RECIPIENT BUDGET</b>				
<b>Organization:</b>	<i>Clackamas Women's Services</i>	<b>Contract #</b>	<b>9746</b>	
<b>Funded Program Name:</b> <i>Shelter, Advocacy, and Crisis Services</i>				
<b>Program Contact:</b> <i>Melissa Erlbaum</i>				
<b>Agreement Term:</b> <i>July 1, 2020 - June 30, 2021</i>				
		<b>Approved</b>	<b>Approved</b>	
<b>Approved Award Budget Categories</b>		<b>Award Amount</b>	<b>Match Amount</b>	
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)				
Shelter Child & Family Specialist (1.0 FTE)		\$40,700.00	<i>No match is required on this award</i>	
Benefits		\$10,582.00		
Shelter Case Manager (2.0 FTE)		\$77,200.00		
Benefits		\$20,072.00		
<b>Total Personnel Services</b>		<b>\$148,554.00</b>		
<b>Administration</b>				
Administration		\$28,626.00		
<b>Supplies</b>				
Program Supplies		\$18,000.00		
<b>Travel</b>				
Conferences and Training		\$2,000.00		
Mileage		\$1,371.00		
<b>Additional (please specify)</b>				
Translation (Shelter/Crisis)		\$20,000.00		
Client Aide (Shelter/Crisis)		\$20,000.00		
<b>Total Programmatic Costs</b>		<b>\$89,997.00</b>		
<b>Total Grant Costs</b>		<b>\$238,551.00</b>		

## EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

### Schedule and Requirements:

Due **monthly** by the 15<sup>th</sup> of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Client Feedback Survey and Report

Quarterly due dates:

- July – September            Due October 15, 2020
- October – December        Due January 15, 2021
- January – March            Due April 15, 2021
- April – June                 Due July 15, 2021

**Note: Additional reports may be requested, including but not limited to a yearly participant demographic report.**



**EXHIBIT D-1: REIMBURSEMENT REQUEST**

<b>REQUEST FOR REIMBURSEMENT</b>				
<p><i>Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:</i></p> <ul style="list-style-type: none"> <li>• <i>Request for Reimbursement with an authorized signature</i></li> <li>• <i>General Ledger backup to support the requested amount</i></li> <li>• <i>Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).</i></li> </ul>				
<p><b>Contractor:</b> Clackamas Women's Services</p> <p><b>Address:</b> 256 Warner Milne Rd Clackamas, OR 97045</p> <p><b>Contact Person:</b> Melissa Erlbaum</p> <p><b>Phone Number:</b> 503-557-5810</p> <p><b>E-mail:</b> <a href="mailto:melissae@cwsor.org">melissae@cwsor.org</a></p>			<p><b>Contract #:</b> 9746</p>	<p><b>Report Period:</b></p>
Budget Category	Budget	Current Draw Request	Previously Requested	Balance
<b><u>Personnel</u></b>				
Shelter Child & Family Specialist (1 FTE)	\$ 40,700.00	\$ -	\$ -	\$ 40,700.00
Benefits	\$ 10,582.00	\$ -	\$ -	\$ 10,582.00
Shelter Case Manager (2 FTE)	\$ 77,200.00	\$ -	\$ -	\$ 77,200.00
Benefits	\$ 20,072.00	\$ -	\$ -	\$ 20,072.00
<b>Total Personnel</b>	<b>\$ 148,554.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 148,554.00</b>
<b><u>Administration</u></b>				
Administration (Indirect Rate)	\$ 28,626.00	\$ -	\$ -	\$ 28,626.00
<b><u>Supplies</u></b>				
Program Supplies	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00
<b><u>Travel</u></b>				
Conferences and Training	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Mileage	\$ 1,371.00	\$ -	\$ -	\$ 1,371.00
<b><u>Additional</u></b>				
Translation (Shelter/Crisis)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Client Aide (Shelter/Crisis)	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
<b>Total Program</b>	<b>\$ 89,997.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 89,997.00</b>
<b>Total Budget</b>	<b>\$ 238,551.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 238,551.00</b>
<p><i>Clackamas County retains 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.</i></p>				
<b>CERTIFICATION</b>				
<p><i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i></p>				

**EXHIBIT D-2: MONTHLY ACTIVITY REPORT**

July 1, 2020 through June 30, 2021

**Agency:** Clackamas Women's Services

**Funded Service:** Shelter/Advocacy/Training/Crisis

**Program Contact:** Melissa Erlbaum

**Contact Info:** [melissae@cwsor.org](mailto:melissae@cwsor.org)

**Period Covered:**

*This report covers the fiscal year starting **July 1, 2020 through June 30, 2021**. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

- 1. Total number of participants served during the month with the funding allocated for this programming:**

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

- 2. Activities that were conducted during the month with the funding allocated for this programming:**
- 3. Issues related to service delivery and how those issues were addressed.**

Person(s) completing this form:

Date:

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with  
Clackamas County Children’s Commission to provide a Help Me Grow Liaison

<b>Purpose/Outcome</b>	Clackamas County Children’s Commission will provide a .25 FTE Help Me Grow Liaison to serve as the link between Early Learning HUB of Clackamas County, Clackamas Parenting Together, Healthy Families of Oregon and BabyLink, as a resource and referral line for pregnant women and children prenatal to age 3 in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$15,000. No Impact to County and no match required.
<b>Funding Source</b>	Health Share of Oregon – Help Me Grow program
<b>Duration</b>	July 1 '20-December 31 '20
<b>Previous Board Action/Review</b>	n/a
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel has reviewed and approved this document. Date of counsel review: June 4, 2020
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9759

**BACKGROUND:**

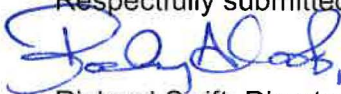
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Subrecipient Grant Agreement with Clackamas County Children’s Commission to provide a Help Me Grow Liaison. The Help Me Grow Liaison will identify early childhood resources in Clackamas County to help create a detailed Early Childhood Resource database which will work to promote awareness of child development, screening and referral practices across the community in order to increase the likelihood that families will monitor children’s development and seek prevention and/or early intervention services as needed.

This Grant Agreement is effective upon signature by all parties for services starting on July 1, 2020 and terminating on December 31, 2020. This Agreement has a maximum value of \$15,000.

**RECOMMENDATION:**

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

Respectfully submitted,

 H3S Deputy / For

Richard Swift, Director  
Health, Housing & Human Services

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

<b>CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9759</b>	
Program Name: <b>Help Me Grow Liaison</b> Program/Project Number: <b>9759</b>	
This Agreement is between <u>Clackamas County, Oregon</u> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <u>Clackamas County Children's Commission</u> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b>Michael Morasko</b>	Program Manager: <b>Annette Dieker</b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5435 mmorasko@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (971) 420-3528 adieker@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: Darcee Kilsdonk	Program Representative: Beth Kersens
Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 97267 503-675-4565 darceek@cccchs.org	Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 97267 506-546-6533 bkersens@healthyfamiliescc.org
FEIN: 93-0624672	

**RECITALS**

1. Help Me Grow is a National model for promoting children's optimal development through early detection of young children at risk for developmental delays and linking them to appropriate community-based services through a centralized access point.
  
2. Clackamas County Children's Commission (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, will serve as a link between Early Learning HUB of Clackamas County/Clackamas Parenting Together/Healthy Families of Clackamas County/Babylink, an information and referral resource line for pregnant women and children prenatal to age 3 in Clackamas County/Community-Based providers and the Help Me Grow Centralized Telephone Access point at Swindells Resource Center of Providence Child Care. The Help Me Grow Liaison will help build a detailed Early Childhood Resource database, while setting up systems for quality improvement and maintenance. The Help Me Grow Liaison will work to promote awareness of child development, screening & referral practices across the community in order to increase the likelihood that families will monitor children's development and seek prevention/early intervention services as needed.

3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local SUBRECIPIENT 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, 2020** and not later than **December 31, 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 Work. SUBRECIPIENT agrees to perform 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 Health Share of Oregon Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** COUNTY's funding for this Agreement is issued to COUNTY by Health Share of Oregon, an Oregon nonprofit corporation. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$15,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue 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) **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 modifications change the scope of the original grant application or agreement.
  - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Health Share of Oregon.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
  - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
  - i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
  - j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.

- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (December 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

#### 11. Compliance with Applicable Laws

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

#### 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, 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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 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.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. . Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 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 contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.



- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day 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. 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.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
  - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Anti-discrimination Clause.** Grantee will not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment. Grantee will not discriminate against minority-owned, women-owned or emerging small businesses.
- 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.

(Signature Page Attached)

SIGNATURE PAGE TO THE HEALTH SHARE HELP ME GROW GRANT AGREEMENT

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

**SUBRECIPIENT**

Clackamas County Children's Commission  
16518 SE River Road  
Milwaukie, OR 97267

**CLACKAMAS COUNTY**

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

Digitally signed by Darcee J Kilsdonk  
DN: cn=Darcee J Kilsdonk, o=Clackamas County  
Children's Commission, ou,

By: email=darceek@cccchs.org, c=US \_\_\_\_\_

~~Date: 2020.06.17 16:28:15 -0700~~  
Darcee J Kilsdonk, Executive Director

Dated: \_\_\_\_\_

**Signing on behalf of the Board:**

By: \_\_\_\_\_

Richard Swift, Director  
Health, Housing & Human Services

Dated: \_\_\_\_\_

Approved budget and work plan:



Adam Freer, Director  
Children, Family & Community Connections

Dated: June 18, 2020

- Exhibit A-1: Statement of Work
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Progress Report

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Local Subrecipient Grant Agreement Amendment #1 with  
Immigration & Refugee Community Organizations (IRCO) to provide  
Kindergarten Readiness Partnership & Innovation Services**

<b>Purpose/Outcome</b>	Immigrant & Refugee Community Organization (IRCO) will provide linguistically & culturally appropriate pre-kindergarten parent/child education classes and conduct home visits to facilitate community and school partnerships and innovations that result in measurable increases for kindergarten children in Clackamas County. This amendment extends the end date and adds funding for another series of linguistically and culturally appropriate pre-Kindergarten Readiness classes and services for immigrant and refugee families in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$17,500 for a maximum value of \$35,000 and extends the end date to June 30, 2021. No County General Fund involved and no match required.
<b>Funding Source</b>	State of Oregon, Dept of Education through its Early Learning Division
<b>Duration</b>	July 1, 2020 to June 30, 2021
<b>Previous Board Action/Review</b>	102419-A3
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County Counsel reviewed and approved this document on: June 4, 2020
<b>Contact Person</b>	Adam Freer 562-676-7675
<b>Contract No.</b>	CFCC 9478

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Grant Agreement with IRCO to facilitate a culturally responsive early learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success for pre-kindergarten children in Clackamas County.

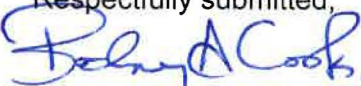
This Local Subrecipient Grant Agreement Amend #1 is effective upon signature by all parties for services starting on July 1, 2020 and terminating on June 30, 2021. This Agreement has a maximum value of \$35,000.

**RECOMMENDATION:**

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

*Healthy Families. Strong Communities.*

Respectfully submitted,

 H3S Deputy IFA

Richard Swift, Director  
Health, Housing & Human Services

Local Subrecipient Grant Amendment (FY 20-21)  
**H3S – Children, Family & Community Connections Division**

Local Recipient Agreement Number: 9478

Board Order Number: 102419-A3

Department/Division: H3S-CFCC

Amendment No. 1

Local Recipient: IRCO

Amendment Requested By: Adam Freer

Changes:  Scope of Service  
 Budget Agreement Time

Agreement  
 Other:

**Justification for Amendment:**

This Amendment adds to the maximum compensation, updates the Work Plan and extends the duration of the Kindergarten Partnership Innovation Grant for Immigrant & Refugee Community Organization (IRCO).

Maximum compensation is increased by \$17,500 for a revised maximum of \$35,000. It becomes effective July 1, 2020 and terminates June 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

**AMEND:**

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 RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than October 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.

**TO READ:**

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 October 1, 2019 and not later than **June 30, 2021**, 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.

**AMEND:**

2. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to the COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this agreement is \$17,500.

Immigrant and Refugee Community Organization  
 Local Grant Agreement – CFCC 9478 A-1  
 Page 2 of 6

**TO READ:**

- Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount COUNTY will pay is **\$35,000**.

**REPLACE:**

Exhibit A-2 Work Plan Quarterly Report

Immigrant and Refugee Community Organization – Kindergarten Partnership and Innovation



Page 1 of 3  
 Clatsamas County Children, Family & Community Connections  
 Early Learning Hub of Clatsamas County  
 Work Plan and Quarterly Report

Provider: IRCO Hub Goals: 1. Allport, coordinated and family-centered early childhood system  
 Program: KPI 2. Children are supported to enter school ready to succeed  
 Region: Barrow North Clatsamas SD 3. Families are healthy, stable and attached  
 Reporting Period: October 1, 2019 – June 30, 2021

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Oct-Dec 2019	Jan-March 2020	April-June 2020	July-Sept 2020	Oct-Dec 2020	Jan-March 2021	April-June 2021	TOTAL
<b>Pre-Kindergarten Parent Education &amp; Home Visiting</b>									
By June 30, 2021, facilitate a five-session series of linguistically & culturally appropriate pre-kindergarten parent/child education classes	A minimum of 20 unduplicated children and their parents or primary caregivers will participate in pre-kindergarten programs.	# Parents Served							
	85% of parents will demonstrate an understanding of the skills their child needs to be successful in kindergarten	# Children Served # of Parent Assessed # demonstrating understanding of skills							
By June 30, 2021 a minimum of 20 children and their parents or primary caregivers will participate in pre-kindergarten programs and classes	80% of parents will demonstrate an increase in knowledge of developmentally appropriate educational activities for their child	# demonstrating increased knowledge							
	80% of participating children eligible for kindergarten will be registered at their local elementary school by June 1, 2021	# of Children registered for Kindergarten							
By June 30, 2021, facilitate a minimum of 1 home visit to each family registered for pre-kindergarten class sessions	80% of parents will display an increase in positive interactions with their child related to school readiness measured by home visitor observation and pre/post assessment tool	# of home visits facilitated							
		Unduplicated # parents participating in home visits % Parents reporting positive improvement							

Immigrant and Refugee Community Organization – Kindergarten Partnership and Innovation

Page 2 of 3

Children, Family & Community Connections Division  
 Early Learning Hub of Clatsamas County  
 Work Plan 2019-2021  
 Contents and Narrative

Please provide updates on key strategies and deliverables as well as any changes to accountability planning and cross-sector partnerships. Include program successes and current challenges. Note any strategies moving forward to alleviate those challenges.

Reporting Period	Narrative
October – December 2019	
January-June 2020:	
July-Sept 2020:	
Oct-Dec 2020:	
January-March 2021:	
April-June 2021:	

Immigrant and Refugee Community Organization – Kindergarten Partnership and Innovation

Page 3 of 3

**Reporting Requirements**

**Monthly report, general ledger and reimbursement request**

- No later than the 15th of every month
- Chelsea Harrison (charrison@clatsamas.or.gov) / Stephanie Radford (sradford@clatsamas.us)

**Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial**

- October-December 2019 DUE: January 15, 2020
- January-March 2020 DUE: April 15, 2020
- April-June 2020 DUE: July 15, 2020
- July – September 2020 DUE: October 15, 2020
- October-December 2020 DUE: January 15, 2021
- January-March 2021 DUE: April 15, 2021
- April-June 2021 DUE: July 15, 2021

**Testimonial or story**

Please provide two testimonials or stories related to your quality work with families and the KPI services you provide. Completed testimonial due by July 15, 2020 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how the project has facilitated innovative opportunities for helping Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

**Creation and Distribution of Educational Materials and Resources**

## Reporting Requirements

### Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton ([chamilton@clackamas.us](mailto:chamilton@clackamas.us)) and Stephanie Radford ([sradford@clackamas.us](mailto:sradford@clackamas.us))

### Quarterly Report, Client Satisfaction Surveys and Demographic Data Form & Project Testimonial

- **October-December 2019** DUE: **January 15, 2020**
- **January-March 2020** DUE: **April 15, 2020**
- **April-June 2020** DUE **July 15, 2020**
- **July – September 2020** DUE **October 15, 2020**
- **October-December 2020** DUE: **January 15, 2021**
- **January-March 2021** DUE: **April 15, 2021**
- **April-June 2021** DUE **July 15, 2021**

### Testimonial or story

Please provide two testimonials or stories related to your quality work with families and the KPI services you provide. Completed testimonial due by July 15, 2020 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

### Creation and Distribution of Educational Materials and Resources

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.





**REPLACE:**

Exhibit D-1: IRCO KPI Reimbursement Request

**WITH:**

Exhibit D-1: REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: <ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .</li> </ul>				
<b>Contractor:</b> Immigrant and Refugee Community Organization				
<b>Address:</b>	10301 NE Glisan St			<b>Report Period:</b>
	Portland, OR 97220			
<b>Contact Person:</b>	Danita Huynh			<b>KPI-9478</b>
<b>Phone Number:</b>	971.271.6406			
<b>E-mail:</b>	danitah@irco.org			
<b>Contract Period:</b>	July 1 '19-Jun 30 '21			
Budget Category	Approved Budget (includes carry-fwd fr FY19-20)	Current Draw Request	Previously Requested	Balance
<b>Personnel</b>				
Project Coordinator	\$ 9,438.00	\$ -	\$ -	\$ 9,438.00
Parent Educator	\$ 15,020.00	\$ -	\$ -	\$ 15,020.00
Parent Educator Assistant	\$ 578.00	\$ -	\$ -	\$ 578.00
<b>Total Personnel</b>	<b>\$ 25,036.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,036.00</b>
<b>Administration</b>				
Admin costs (12%)	\$ 3,004.00	\$ -	\$ -	\$ 3,004.00
<b>Total Administration</b>	<b>\$ 3,004.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,004.00</b>
<b>Program</b>				
Materials/supplies	\$ 920.00	\$ -	\$ -	\$ 920.00
Equipment	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Phone	\$ 480.00	\$ -	\$ -	\$ 480.00
Insurance	\$ 90.00	\$ -	\$ -	\$ 90.00
Conference/Training	\$ 970.00	\$ -	\$ -	\$ 970.00
Mileage	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Food/Parent Incentives	\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
<b>Total Program</b>	<b>\$ 6,960.00</b>			<b>\$6,960.00</b>
<b>Total Grant Funds Requested</b>	<b>\$ 35,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,000.00</b>

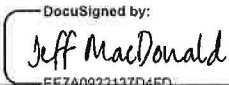
Signature page follows]

Immigrant and Refugee Community Organization  
Local Grant Agreement – CFCC 9478 A-1  
Page 6 of 6

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

**AGENCY**

IRCO  
10301 NE Glisan St  
Portland, OR 97220

DocuSigned by:  
  
By: \_\_\_\_\_  
Dr. Jeff MacDonald, Acting Executive Director

6/9/2020  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

Date: \_\_\_\_\_

Approved as to budget and work plan:

  
\_\_\_\_\_  
Adam Freer, Director  
Children, Family & Community Connections Division

Date: June 18, 2020



**DAN JOHNSON**  
DIRECTOR

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Harper Houf Peterson Righellis, Inc. for the  
Lolo Pass Road Stabilization and Surface Preservation**

<b>Purpose/Outcomes</b>	Execution of the contract allows Clackamas County to proceed with the design of roadwork and bank stabilization along Lolo Pass Road.
<b>Dollar Amount and Fiscal Impact</b>	The contract amount is not to exceed \$292,216.49
<b>Funding Source</b>	Western Federal Lands (WFL): \$72,216.49 County Road Funds: \$220,000
<b>Duration</b>	December 31, 2021.
<b>Previous Board Action</b>	09/05/19 BCC Approval of Project Grant Agreement with Western Federal Lands 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 07/11/19: BCC Authorization of Western Federal Lands Highway Division Memorandum of Agreement.
<b>Strategic Plan Alignment</b>	This project will "Build a strong infrastructure".
<b>Counsel Review</b>	June 22, 2020
<b>Contact Person</b>	Mike Ward, Project Manager 503-742-4688

**Background:**

The County obtained Western Federal Lands funding to make improvements to Lolo Pass Road. Lolo Pass Rd is a minor arterial in a rural area and the length of improvements is approximately 4 miles. These improvements include a two-inch lift of asphalt along the length and bank stabilization on County owned property immediately downstream of previous stabilization work. Services are to include preliminary and final roadway and bank stabilization designs, construction cost estimates, identify all necessary environmental permits, identify right of entry requirements, and perform all services necessary to acquire environmental permits and identification of temporary easements if necessary.

**Procurement Process:**

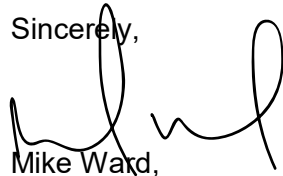
This project was advertised in accordance with ORS and LCRB Rules on December 18, 2019. Proposals were opened on January 16, 2020. The County received two (2) Proposals: Cardno, Inc., and Harper Houf Peterson Righellis. An evaluation committee of three DTD personnel scored Harper Houf Peterson Righellis, Inc.'s proposal the highest. Upon Contract award, the final

statement of work was negotiated and finalized. Project fees were negotiated and based upon existing Oregon Department of Transportation (“ODOT”) Negotiated Billing Rates.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the Engineering and Related Services Contract with Harper Houf Peterson Righellis, Inc. for the Lolo Pass Road Stabilization and Surface Preservation project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Ward', with a large, stylized initial 'M'.

Mike Ward,  
Civil Engineer

Placed on the BCC Agenda July 9, 2020 by Procurement and Contract Services

**ENGINEERING AND RELATED SERVICES CONTRACT**  
**Contract Number: 2313**

<b>Project Title:</b> Lolo Pass Road Stabilization & Surface Preservation	<b>County Project Number:</b> 22275-01
<b>Project Location:</b> Clackamas County	<b>Associated RFP Number:</b> 2019-94
<b>Federal Aid Number:</b> OR Clack 37005(2)	<b>DBE Goal:</b> 0% (see Exhibit E)
<b>Total Not-to-Exceed (“NTE”) amount for this Contract.</b> This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) <b>\$32,276.43</b> for contingency tasks, each of which must be separately authorized by County.	<b>\$ 292,216.49</b>

This Contract is between Clackamas County hereafter called “County” and **Harper Houf Peterson and Righellis, Inc.**, an Oregon corporation, hereafter called “Consultant.” County and Consultant together are also referred to as “Parties” and individually referred to as “Party.” The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

This Contract includes Federal Highway Administration (“FHWA”) funding coordinated through the Oregon Department of Transportation (“ODOT”). See Section 18 - Compliance with Applicable Law.

For purposes of this Contract:

- a) “business days” means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- b) “calendar days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- c) “Engineering” Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications based selection procedures [see ORS 279C.100 and ORS 279C.110]; and
- d) “Related Services” has the meaning provided in ORS 279C.100.

**TERMS AND CONDITIONS**

- 1. Contract Effective Date and Term.** This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the County. Unless otherwise amended or terminated, this Contract shall expire **December 31, 2021**.
- 2. Statement of Work.** Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the “Services”). The required schedule for performance under the Contract is specified in the Statement of Work.
- 3. Compensation.** The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. County reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.
- 4. Contract Exhibits.** This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A - Statement of Work
- Exhibit B - Compensation
- Exhibit C - Insurance
- Exhibit D - Title VI Non-Discrimination Provisions
- Exhibit E - Disadvantaged Business Enterprise (“DBE”) Provisions
- Exhibit F - Special Terms & Conditions
- Exhibit G - RESERVED
- Exhibit H - RESERVED
- Exhibit I - Errors & Omissions (“E&O”) Claims Process
- Exhibit J - Contact Information and Key Persons

**5. Order of Precedence.** Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence: this Contract (including all amendments, if any) less all Exhibits, attachments and other documents/information incorporated into this Contract, then the Statement of Work and Payment Schedule, then all other Exhibits, then any other attachments or documents/information incorporated into this Contract by reference.

**6. Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Consultant Oversight.**

- a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although County reserves the right (i) to determine the delivery schedule (as mutually acceptable to County and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of County, as those terms are used in ORS 30.265.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx> ) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to County disclosing the conflict(s).
- c. Consultant shall be responsible for all Federal or State of Oregon (“State”) taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to County whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.
- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to County any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect County or a particular project.

**7. Subcontracts and Assignment; Successors and Assigns**

- a. Consultant shall obtain County's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its

rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions County may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as "subconsultant") to comply with Sections 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 27 and 29 of these Contract provisions, the limitations of **Exhibit B - Compensation**, **Exhibit D - Title VI Nondiscrimination Provisions**, and the requirements and sanctions of ORS Chapter 656, **Workers' Compensation**, in the performance of the subcontractor's Services on the project that is the subject of the Contract, as if the subcontractor were the Consultant. County's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.

- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

**8. Third Party Beneficiaries.** The State of Oregon, the Oregon Transportation Commission (OTC) and ODOT, are intended third-party beneficiaries of the Contract with express independent authority to enforce the terms and conditions of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

**9. Representations and Warranties.** Consultant represents and warrants to County that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

**10. Professional Standard of Care; Responsibility of Consultant; Design Within Funding Limit**

**a. Professional Standard of Care.**

Consultant shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

**b. Responsibility of Consultant.**

- (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.
- (ii) County's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to County in accordance with applicable law for all damages to County caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
- (iii) The rights and remedies of County provided for under the Contract are in addition to any other rights and remedies provided by law.
- (iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

**c. Design Within Funding Limit.**

When the Services under the Contract include preparation of design plans for the project:

- (i) Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within County's budget for construction. **County's budget for**



**construction of the project is \$3,221,992.00.** Consultant shall promptly advise County's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. County may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or County may adjust such estimated construction contract price.

- (ii) Prior to releasing the bid for the construction contract, County will prepare an estimate of constructing the design submitted. If County's estimator(s) determines Consultant's design exceeds County's budget for the construction contract as set forth in Section (i) above {and as may be revised per Section (i) above}, then Consultant shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the Contract. However, Consultant shall not be required to perform such additional Services at no cost to County if Consultant's design exceeds County's budget {as set forth in Section (i) above} as a result of conditions beyond Consultant's reasonable control.

## 11. Ownership of Work Product

### a. Definitions. The following terms have the meanings set forth below:

- (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Consultant.
- (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 Consultant is required to deliver to County pursuant to the Contract.

### b. Work Product. All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of County. County and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to County any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon County's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in County. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, 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. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.

### c. Consultant and Third Party Intellectual Property. In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to County under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by County to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right

of County to authorize contractors, consultants and others to do the same on County's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the County. At the request of Consultant, County shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

- d. **Consultant and Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of County to authorize others to do the same on County's behalf.
- e. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A - Statement of Work, County hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

**12. Confidentiality and Non-Disclosure.** Consultant and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by the County, by law, or by this Contract. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall immediately notify County of such subpoena or other legal process, provide County with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with County in the event County decides to oppose the disclosure of the Confidential Information. In the event County decides not to oppose such subpoena or other legal process or County's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

### **13. Indemnity**

- a. **Claims for Other Than Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the County, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.
- b. **Claims for Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the County, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.
- c. **Indemnity for Infringement Claims.** Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the County, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies,

subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the County by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, County shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the County (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with County specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County.

- d. **Defense Qualification.** Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the County, the State of Oregon, the OTC or ODOT without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The County, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.
- e. **County's Acts or Omissions.** This section 13 does not include indemnification by Consultant of the County, the State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.

14. **Insurance.** Consultant shall carry insurance as required on **Exhibit C**.

15. **Termination**

- a. **Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.
- c. **County's Right to Terminate for Cause.** County may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as County may establish in such notice, upon the occurrence of any of the following events:
  - (i) County fails to receive appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services. Payments under this Contract and continuation of this Contract beyond the current biennium are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available from current funding sources. The County may terminate this Contract, and Consultant waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the County's funding from local, state and/or federal sources is not appropriated or is withdrawn, limited or impaired;
  - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or County is prohibited from paying for such Services from the planned funding source;
  - (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
  - (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after County's notice to Consultant, or such longer period as County may specify in such notice.
- d. **Consultant's Right to Terminate for Cause.**
  - (i) Consultant may terminate the Contract by giving written notice to County if County fails to pay Consultant pursuant to the terms of the Contract and if County fails to cure within 14

calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.

- (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if County commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 14 calendar days after Consultant's notice to County, or such longer period as Consultant may specify in such notice.

**e. Remedies.**

- (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered up to the time of termination, less previous amounts paid and any claim(s) which State has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to County upon demand.
- (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), County shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).

- f. Consultant's Tender Upon Termination/Retained Remedies of County.** Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County's request, Consultant shall surrender to anyone County designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by County to complete the Services.

**16. Records Maintenance; Access.** Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. The County, ODOT, the Oregon Secretary of State's Office (OSS), FHWA and the Comptroller General of the United States (CGUS) and their respective, duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Any cost data submitted by Consultant pursuant to this Contract may be shared with ODOT, FHWA, OSS and CGUS, as necessary, for audit purposes. County, ODOT and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

**17. Performance Evaluations.** County will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by County, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). County will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may

respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. County may adjust evaluation score(s) upon County's finding of good cause. County may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. County may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. County and ODOT may use Consultant performance under previous contracts as a selection criterion for future contracts.

**18. Compliance with Applicable Law.** Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. County's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.505-580, the terms of which are incorporated by reference herein. All rights and remedies available to County under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request County to resolve the conflict (in collaboration with ODOT and FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If County concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by County shall be final and not subject to further review or challenge.

**19. Permits and Licenses**

- a. **Permits and licenses to conduct business.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and licenses required by law for Consultant to conduct its business and perform the Services under the Contract.
- b. **Permits and licenses required for the project.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), but County shall pay for such permits and licenses. Consultant shall review the project site, if applicable, and the nature of the Services that Consultant shall perform under the Contract. Consultant shall advise County throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

**20. Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

**21. Force Majeure.** Neither County nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Consultant, respectively. Consultant 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 the Contract.

**22. Survival.** All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.

**23. Time is of the Essence.** Consultant agrees that time is of the essence in Consultant's performance of its obligations under the Contract.

**24. Notice.** Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or County at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. **The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice.** Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator or Consultant's representative, as applicable.

**25. Severability.** The Parties agree that if any term or provision of the 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.

**26. Dispute Resolution and Errors & Omissions Claims Process.** In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

- a. **Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit I, Errors & Omissions Claims Process.**
- b. **Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.
- c. **Notification to ODOT.** County shall immediately notify ODOT of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

**27. Governing Law; Venue; Consent to Jurisdiction.** The Contract shall be governed by, and construed and enforced 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 County (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the County in which the Project is located; 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 or State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

**28. Amendments.** County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Consultant. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

**29. False Claims**

- a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.
- b. Consultant shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed—
  - (i) A violation of the Oregon False Claims Act; or
  - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

**30. Certified Small Businesses.** Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015 as a material condition of the Contract. If the Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of County carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, County may terminate the Contract, require the Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

**31. Merger Clause; Waiver; Interpretation.** The Contract, including everything incorporated by reference, 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 the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary State of Oregon governmental approvals have been obtained. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material

provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

---

## CONSULTANT CERTIFICATIONS

### A. Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:

- (1) Consultant has provided its correct TIN to County;
- (2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- (3) s/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

### B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Contract and that:

- (1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- (2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- (3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County or ODOT, a mitigation plan has been approved by County and ODOT.
- (4) (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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.  
(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, the undersigned shall complete and submit [Standard Form-LLL, "Disclosure Form to Report Lobbying,"](#) in accordance with its instructions.  
(c) 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.  
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- (5) Consultant is an independent contractor as defined in ORS 670.600 and as described in [IRS Publication 1779](#).



(6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Contract is fully executed, and Notice-To-Proceed has been issued by County.

**Counterparts:** The Contract 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 Contract so executed shall constitute an original.

**CONSULTANT SIGNATURE(s)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS**

Chair: \_\_\_\_\_

Date: \_\_\_\_\_

Recording Secretary: \_\_\_\_\_

**COUNTY LEGAL REVIEW (Approved as to Form):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT of WORK and DELIVERY SCHEDULE**  
**Lolo Pass Rd Stabilization & Surface Preservation**

**A. PROJECT DESCRIPTION and OVERVIEW of SERVICES**

Clackamas County (the “County” or “Agency”) is contracting with Consultant for Services in connection with the following project (the “Project”): Lolo Pass Rd Stabilization & Surface Preservation Project.

Agency obtained \$3,221,992 in Western Federal Lands (WFL) funds to make improvements to Lolo Pass Rd. Lolo Pass Rd is a minor arterial in a rural area and the length of improvements is approximately 4 miles. These improvements include spot repair of existing asphalt, a two-inch lift of asphalt along the length. The total estimated project cost is \$4,067,403. Additionally, the project includes bank stabilization of tax lot 27E34BA02501 adjacent to the Sandy River.

Agency is contracting with Consultant for Services to prepare preliminary and final roadway and bank stabilization designs, construction cost estimates, identify all necessary environmental permits, identify right of entry requirements, and perform all services necessary to acquire environmental permits and right of entries and temporary easements.

The tasks associated with this Statement of Work (SOW) include providing project management, surveying, geotechnical, hydraulic analysis, bank stabilization design, roadway design, right-of-way acquisition, environmental (wetlands, endangered species, archaeological and historical), and final engineering design services for the Project. The work covered by this SOW includes the preparation of reports, and final engineering documents. All documents and other deliverables are to be completely described in the English system unit of measure. A Project location map of the surface preservation is attached as Exhibit A, and a location map of the bank stabilization is attached as Exhibit B.

**TASK 1 – PROJECT MANAGEMENT**

Consultant shall provide management and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule and the level of effort defined by this SOW.

**1.1 Administration & Record Keeping**

Consultant shall:

- Prepare a Project design schedule using the Critical Path Method (“CPM”). The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Updates to the Project schedule shall be made during the course of the Project if milestone dates are modified. For budgeting purposes, it is assumed that up to two (2) Project schedule updates will be necessary;
- Prepare invoices and progress reports according to the Invoice Requirements Guide referenced in the Contract under Section H.5 - Invoices. Each progress report must:
  - Identify percentage completed of each Task/Deliverable;
  - Reconcile the budget with the actual amount billed to date;
  - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.

For budgeting purposes, it is assumed that up to 12 progress reports will be necessary.

- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review documentation, correspondence, and memoranda. (See Price Agreement Part II Terms & Conditions No. 12 Records Maintenance; Access).

### **1.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Project Design Schedule. Submit electronically to the APM (PDF).
- Updated Project Design Schedule, as necessary, via timeline agreed to by APM. Submit electronically to the APM (PDF).

### **1.2 Coordination**

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract;
- Contact other Agency staff, other LPA staff, and regulatory agency staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;

### **1.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- On-going coordination and communication as needed to appropriately manage the Services under this Contract (no tangible deliverables for this task).

### **1.3 Project Meetings**

#### **1.3.1 Project Kickoff Meeting**

Consultant shall organize, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held at Clackamas County's Office (150 Beavercreek Road, Oregon City) with Agency, Western Federal Lands Program Manager, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents and standards, and quality control. Consultant shall schedule Project kickoff meeting within 10 business days of Notice to Proceed (NTP). Consultant shall prepare draft meeting minutes for review.

#### **1.3.2 Project Development Team Meetings**

Consultant shall organize, conduct, prepare for and attend up to 2 Project Development Team (PDT) Meetings in-person at a location agreeable to the APM with Agency, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency, and all other meeting participants. For budgeting purposes, it is assumed that up to (3) Consultant staff shall attend each in-person PDT meeting.

### **1.3 Consultant Deliverables and Schedule**

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to APM, and all other meeting participants 2 business days prior to meeting.

## **TASK 2 SURVEY**

Consultant shall survey this Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Deliverables are to be scheduled as per Task 1 Project Management.

All other project survey methods will adhere to Clackamas County Survey Standards and Procedures.

Consultant shall notify land owners as required by ORS 672.047 (Right of Entry by Land Surveyor). Entry notifications by mail require 7 days advance notice from time of mailing.

### **2.1 Research**

Consultant shall obtain the research data for the area as described in Section A of this SOW.

Consultant shall perform data research as necessary to prepare for and support Project activities, and to produce Project maps and reports as called for in subsequent tasks. The typical records required for research are, but not limited to; vesting deeds, land sales contracts, County assessor plats and road records, subdivision plats, General Land Office plats, ODOT ROW drawings, railroad maps, county surveys, road dedications and vacations.

#### **Existing Vesting Deeds and Property Ownerships**

Clackamas County to identify property ownership within and adjacent to the Project site by investigating county tax records and providing this information to the Consultant.

#### **Existing Right of Way Records**

Consultant shall research and obtain copies of surveys, subdivision plats, and land partition plats filed in the county surveyor's office related to the properties potentially impacted by the Project. This information is used to find monuments that might be impacted from the Project.

Consultant shall research and obtain copies of county assessor maps, General Land Office plats, and county road records related to the properties potentially impacted by the Project.

Consultant shall research and obtain available data about Government Public Lands Survey Corners and their references in the Project area as defined in the SOW.

#### **Existing Horizontal/Vertical Control Stations**

Consultant shall research and obtain data about horizontal and vertical control points as required for the Project area including triangulation stations, GPS stations, benchmarks, and prior Project control surveys from Agency, Federal, county, city, and other governmental agencies.

#### **Existing Utility Records**

Consultant shall research and obtain available facility maps and as-built construction plan data pertaining to utilities in or near the Project area from the Agency, One-Call Service, county, city, or other governmental agencies and utility companies.

### Existing Water Way Data

Consultant shall research and obtain publicly available maps and data about Sandy River, springs or flowing water in or near the Project area from Agency, Federal, and other governmental agencies. Consultant shall include items such as but not limited to: FEMA Flood maps, tide gage data and stream navigability per Division of State Lands designation.

### **2.1 Consultant Deliverables and Schedule**

Consultant shall incorporate information from this task into the deliverables listed in Tasks 2.4, 2.5, and 14.2 as required for delivery of documents in subsequent tasks.

### **2.2 Horizontal And Vertical Control Network**

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the Agency.

Consultant shall establish horizontal control according to Agency standards using Terrestrial (Theodolite and EDM), GPS (Static or Rapid Static) or a combination of both. Consultant shall set and adjust control points in conformance with Agency guidelines.

Consultant shall use 5/8" Rebar with plastic caps, or other Agency approved control point, for the GPS and network points. Consultant shall establish a minimum of 3 GPS control points through the length of the survey.

Consultant shall establish vertical control using differential leveling. Consultant shall get Agency approval before using other methods such as trigonometric leveling and elevations derived from GPS.

### **2.2 Consultant Deliverables and Schedule**

Consultant shall:

- Place control points in the ground at the Project location.
- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
  - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GPS adjustment report when using GPS.
  - An ASCII file containing the coordinates for every network point set and found.
  - If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with point number, northing, easting, elevations, and descriptions on all network points and/or an ASCII file showing the level rod readings.
  - Original field notes for the control network and one scanned copy of the original field notes in ".pdf" format.
  - An AutoCAD design file (\*.dwg) containing all the set and tied control points to show elevations.
  - An AutoCAD file (\*.dwg) containing all vertical and horizontal control points stored as Autodesk Civil 3D points to show elevations.

### **2.3 Monument Recovery**

The purpose of this task is to address the requirements of ORS 209.150 and 209.155, and other survey related statutes for construction Projects.

Consultant shall survey for but not limited to: Government corners, geodetic control stations, bench marks, ROW monuments, property boundary markers, and roadway alignment markers.

#### **Identify, Search and Recover Monuments**

Consultant shall recover existing monuments to preserve the locations of any monuments of record that are endangered by any activity related to the Project and to resolve roadways and property lines. Consultant shall provide a record (field notes) of monuments searched for, the date of the search and the results of the search.

#### **Field Survey of Recovered Monuments**

Consultant shall locate, measure and document the location of survey markers and monuments of record for property boundaries and/or ROW needed within the areas.

### **2.3 Consultant Deliverables and Schedule**

Consultant shall incorporate the information gathered in this task including field notes into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.

### **2.4 Topographic Data, Detailed Base Map And Digital Terrain Model (DTM)**

The purpose of this task is to collect the existing topographic features and create a detailed basemap and DTM for the bank stabilization Project area as described in Section A of this SOW.

#### **Topographic Data Collection**

Consultant shall collect topographic data between the boundaries described in Section A of this SOW. Vehicle based mobile LiDAR scanning will be used for the project.

Consultant shall contact Oregon Utility Notification Center to request a pre-survey utility locates. Consultant shall keep the locate request number and ticket information within the Project file.

Consultant shall record in the field notes the utility ownership when describing the line data points. Consultant shall record all visible utility identifications in the field notes, such as numbers shown on power and/or telephone poles, vault tags, telephone pedestals (aka risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations. This data is needed for the Agency or Consultant to communicate where the facility may be in conflict with the Project. Consultant shall measure and record all utility facility structures (e.g. concrete pads, top slab of vaults, pump station housing, barrier screens or fenced enclosures). Consultant shall make a request to the utility owner to pull the cover whenever a manhole is found locked or bolted.

Consultant shall collect any hydraulic or culvert information in accordance with the "ODOT Hydraulics Manual" on streams and rivers that pass under or are parallel to any roadways in the area. Consultant shall tie environmental and archaeological features that have been identified within the Project area. These features include, but are not limited to, wetlands, high water mark, T&E species, hazmat sites, archaeology sites and sensitive plants.

Consultant shall tie improvements or vegetation within proposed easement boundaries or within close proximity of proposed easement boundaries when the proximity to the improvement has the potential to cause the improvement to suffer damage.

#### Detailed Basemap

Consultant shall take applicable topographic data collected in this subtask and create a detailed basemap file. A detailed basemap has all features drafted to Agency provided criteria.

#### Digital Terrain Model (DTM)

Consultant shall create a 3 dimensional digital terrain surface using all relevant topographical data collected in this subtask.

Consultant shall collect the topographical data to create points and break lines in adequate quantity and in proper placement, to accurately represent the surface of the ground in the area of the proposed work, which is identified as the limits of the pavement overlay, driveway connections, and the area of bank stabilization work.

### **2.4 Consultant Deliverables and Schedule**

Consultant shall provide:

- The following deliverables and submit them electronically (.PDF) to the APM within 60 calendar days of NTP:
  - 1 copy of field notes
  - Copy of the AutoCAD Files (\*.dwg) Detailed Base Map with Civil 3D DTM

### **2.5 Existing ROW & Boundary Resolution (CONTINGENCY TASK)**

The purpose of this task is to identify the location of the existing Centerline(s), ROW lines and property line(s) as necessary, to perpetuate the location of the monuments found, to document the control used for this Project area, and establish property lines for area calculations when new ROW is acquired. This task addresses the requirements of ORS 209.150 and 209.155 and other survey related statutes.

#### Resolve ROW and Property Boundaries

Consultant shall resolve the location of the ROW within the present limits as described in this SOW.

Consultant shall resolve identified ROW centerlines alignments, ROW lines. Property and property boundaries abutting the roadway will be established using available GIS data unless the roadway is found not to be within the ROS. . Consultant shall evaluate the available evidence for relevance, adequacy, and reliability; use professional judgment in determining the type and quantity of evidence available, and the influence given each factor; and determine a best-fit with the evidence and probable location of ROW alignments and property boundaries for the area as described. Consultant shall provide a detailed narrative of available evidence, desirable evidence not available, rationale for decisions made, and a summary of the conclusions in the establishment of the ROW centerline, ROW lines (including all jogs) and property boundary lines.

#### Control, Recovery, Retracement Record of Survey

If the Project will impact property or existing survey monuments, Consultant shall create a Record of Survey (ROS) which meets County and ORS requirements.

Consultant shall submit a draft ROS to LPA for review. Consultant shall address comments received from the LPA and submit the final ROS for filing to the appropriate County in the format required.

County shall pay for County ROS filing fee, up to \$600.

## **2.5. Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft ROS to APM (transmittal letter only to APM) within 6 months of NTP.
- Copy of Final ROS to APM upon submittal to County for filing within 14 calendar days of Surveyor Office's comments.

## **TASK 3 ENVIRONMENTAL SERVICES**

Consultant shall complete necessary field and literature investigations to provide the Agency environmental documentation and permits required for completion of this Project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following Agency and Consultant's written agreement on cost and receipt of NTP from Agency:

- Final NEPA CE and PCE Documentation
- Archaeological Resources Literature Review/Field Reconnaissance/Baseline Report
- Phase 1 Archaeological Investigation with Technical Report
- Historic Resources Baseline Report
- Hazardous Materials Study and Services
- Surface and Subsurface Soil Samples (CONTINGENCY)
- Endangered Species Act (ESA) Analysis and Biological Assessment (BA)
- Wetland/Waters of the U.S./State Fieldwork and Determination Memo
- Wetland/Waters of the U.S./State Delineation Report
- USACE/DSL Joint Permit Application and DEQ 401 Certification

For all of Task 3, the Project Area is the same as described in Section A of this SOW unless otherwise noted and described in specific Task 3 subtasks.

Agency is responsible for obtaining all Rights-of Entry ("ROE"). Consultant shall not conduct any fieldwork outside of County ROW and/or property until all ROEs for private property have been obtained and are in field staff's possession.

### **Right of Entry ("ROE")**

Agency will obtain the ROE's required for Consultant's field reconnaissance work, estimated to be needed for a maximum of 10 properties. Agency and Consultant acknowledge that once requests to owners are sent out, it can take up to 3 to 4 weeks to receive the ROE authorization back from the landowners due to schedules and availability.

If ROEs are required for geotechnical boring outside the right of way, Consultant shall provide a map (see Task 6.2) identifying the approximate location of the proposed boring(s) on the parcel. This map will be included in the Agency's mailing to the affected property owner to assist the owner in understanding the proposed work. Consultant shall allow adequate time for the County to obtain this additional ROE.

### **3.1 NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") and Supporting Documentation**

Consultant shall provide technical assistance and services necessary to meet FHWA NEPA classification documentation requirements for NEPA Categorical Exclusion projects ("Class 2 Projects").

#### **3.1.1 RESERVED**



### **3.1.2 RESERVED**

#### **3.1.3 Final NEPA CE and PCE Documentation**

Consultant shall compile data completed in tasks 3.2 through 3.7 to complete a draft PCE Approval or CE Closeout Document and submit to Agency for review and approval. Consultant shall coordinate with Agency on compiling data completed during Project development to deliver the draft PCE Approval or CE Closeout Document to Agency to finalize and approve.

Only after all relevant tasks 3.2 through 3.7 have been completed and approved by Agency can this task be completed. In the draft PCE Approval or CE Closeout document, Consultant shall follow the specific protocols in the CE/PCE Procedures to complete drafts of the following:

- After Agency has accepted tasks 3.2 through 3.7, complete each of the resource narrative sections using protocols and standard language contained in the “Procedures for Completing NEPA for Categorical Exclusion and Programmatic Categorical Exclusion Projects with Oregon Division Federal-Aid Highway Program Nexus” (known as the CE/PCE Procedures, available here: [http://www.oregon.gov/ODOT/GeoEnvironmental/Docs\\_NEPA/NEPA\\_CE-PCE-Procedures.pdf](http://www.oregon.gov/ODOT/GeoEnvironmental/Docs_NEPA/NEPA_CE-PCE-Procedures.pdf))
- Include the supporting documents required as per the CE/PCE Procedures, as applicable to the Project (e.g. Endangered Species Act (“ESA”) approvals, cultural resources documentation, hazardous materials, etc.). If submittal of the draft PCE or CE document requires supporting documentation not developed under this SOW, it will be provided by APM.

Agency and WFL Environmental staff will review all draft PCE Approval and CE Closeout documents, send back to Consultant for any revisions needed. WFL staff will approve, on behalf of FHWA, the accepted PCE Approval document as per the PCE Agreement, or WFL will submit the accepted CE Closeout Document to FHWA Oregon Division for FHWA review and approval.

#### **3.1.3 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- One electronic copy of the Draft PCE Approval or CE Closeout Document and supporting documentation to APM for review per Task 1 Project Design Schedule.
- One electronic copy of the Final Agency accepted Draft PCE Approval or CE Closeout Document and supporting documentation to APM 2 weeks following receipt of draft review comments.

### **3.2 Archaeological Resources**

All archaeological sub tasks must be completed by registered professional archaeologists who meet the Secretary of the Interior's professional standards for Archaeology ([36 CFR 61, Appendix A](#)) and who have been “qualified” through the [Agency Cultural Resources Consultant Qualification Training Program](#).

#### **3.2.1 Literature Review/Field Reconnaissance/Baseline Report**

The purpose of this task is for the Consultant to conduct archival and background research in combination with field reconnaissance to determine the presence or absence of high probability landforms or archaeological sites within the Area of Potential Effect (“APE”) and to make recommendations for further archaeological review.

Consultant shall conduct a Literature Review for the APE, and include a description of the APE, detailed historic context and ethno-historic information, methodology, recommendations for future work, detailed bibliography, maps, and photos. Consultant shall provide the APM with a minimum of 5 business days advance notice prior to Field Reconnaissance.

Consultant shall examine the following data bases and/or documents:

- the State Historic Preservation Office (“SHPO”) database in Salem, OR; appropriate Tribal Historic Preservation Office (“THPO”) database if APE is within a recognized reservation boundary;
- General Land Office (“GLO”) maps;
- Sanborn Fire Insurance Maps;
- other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one mile radius of the APE.

Field Reconnaissance must include a pedestrian survey. Consultant shall conduct pedestrian surveys within the APE and must include areas where ground will be disturbed by Project construction including temporary access roads, as well as staging areas, material sources, disposal sites, detours, etc. Pedestrian survey methods must be consistent with the latest updated [SHPO guidelines](#). The recommended maximum spacing of transects will be 20 meters apart and may vary depending on terrain features and/or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable site locations are discovered. All cultural resources observable on the surface and in exposed subsurface profiles must be identified and recorded. Field Reconnaissance must enable Consultant to identify areas of high and low probability for archaeological resources and to determine the appropriate level of survey or subsurface exploratory probing. Up to 24 discovery probes shall be excavated if requested by Agency, and shall be conducted under Contingency Task 3.2.2.

Consultant shall prepare a Baseline Report that must contain the following:

- A completed Oregon SHPO Archaeological Report Cover Page
- A purpose statement and full Project description including:
  1. Agency Key Number and Federal Aid Number
  2. Location and legal description
  3. General environmental description
  4. Historic context
  5. Proposed construction activities
  6. Defined APE and APE map
  7. Total acreage of impact
- Results of SHPO/THPO database search including:
  1. Brief summary of previous archaeological research completed within one mile of APE
  2. Brief summary of recorded archaeological features within one mile of APE; include eligibility discussion if available.
- Results of GLO and Sanborn map review including:
  1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE; include eligibility discussion if available.
- Description of pedestrian survey methods including date of survey, types of transects used, and names and duties of personnel conducting the survey
- Findings of pedestrian survey including ground conditions (percent visibility) and difficulties encountered, if any
- Identification of areas of high and low probability for archaeological resources within APE

- Recommendations for appropriate level of additional survey and/or subsurface exploratory probing, if any
- Site and isolate forms (hard copies) for newly discovered archaeological sites and isolates. Consultant shall also complete the SHPO online site form.
- List of references cited
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE

### **3.2.1 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Baseline Report to APM and LAPM for review per Task 1 Project Design Schedule.
- One electronic copy (in Word and PDF format) of the Final Baseline Report to APM and LAPM 2 weeks following receipt of draft review comments.

### **3.3 Historic Resources**

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior's professional standards for architectural history and/or history ([36 CFR 61, Appendix A](#)) and who have been “qualified” through the [ODOT Cultural Resources Consultant Qualification Training Program](#).

#### **3.3.1 Historic Resources Baseline Report**

The purpose of the Agency Historic Resource Baseline Report is to identify and characterize the historic resource issues using APE to determine what may be impacted by a transportation project. The Historic Resource Baseline Report is a scoping report that is not intended to be a comprehensive technical report. As part of developing the Historic Resource Baseline Report, Consultant shall review the SHPO Statewide Inventory and conduct an on-site reconnaissance of the Project area.

The Historic Resources Baseline Report must include, but is not limited to:

- Project description and a description of the APE;
- Photographs of resources that are 45 years old or older;
- Descriptions of historic resources that are 45 years old or older, including a discussion of each potential NRHP eligibility (A-D); and
- Map that identifies the location of each potential historic resource within the APE

It is anticipated that up to 15 historic resources will be identified in the baseline report.

#### **3.3.1 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Historic Resources Baseline Report to APM and LAPM for review per Task 1 Project Design Schedule.
- One electronic copy (in WORD and PDF format) of the Final Historic Resources Baseline Report to APM and LAPM 2 weeks following receipt of draft review comments.

#### **3.3.2 Section 106 Determination of Eligibility (DOE) (CONTINGENCY – See Section F)**

A DOE is a finding that a property meets the eligibility criteria (A-D) for inclusion in the NRHP. A DOE shall include a brief physical description, history, context, significance, map (the historic boundary included) and photographs of resources that possess integrity of one or all of the following: location, design, setting, materials, workmanship, feeling, and association. If requested by Agency staff, then

Consultant shall prepare draft and final DOE Reports for each historic resource that is considered potentially eligible for the NRHP. For authorized DOE Report(s), Consultant shall also prepare a Project Submittal Letter in Agency-approved format.

Consultant shall prepare each DOE using the most recent Agency form.

The DOE must include but is not limited to:

- Physical description of the resource and contributing and non-contributing features, including the history and context of the resource, the design, setting, materials, workmanship, feeling, and association;
- Map showing the location and orientation of the resource and its historic boundary; and
- Photographs of the resource, including historic photographs and current photographs.

DOE will be prepared for up to 2 resources. Agency Cultural/Historic Resource Specialist will transmit the final DOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

### **3.3.2 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Draft DOE(s) (in electronic WORD format) for each resource that is potentially eligible for the NRHP to APM and LAPM for review per Task 1 Project Design Schedule.
- Final DOE(s) (in electronic PDF format) for each resource that is potentially eligible for the NRHP to APM and LAPM 2 weeks following receipt of draft review comments.

### **3.3.3 Section 106 Finding of Effect (“FOE”)**

Following coordination with Agency staff, Consultant shall prepare a FOE Report for each resource that is listed or has been determined eligible for the NRHP following the format provided by the Agency (including coordination of public outreach). The FOE Report shall include a narrative assessment of the potential effects of the Project to the historic resource’s qualities that make it significant and/or eligible or listed. Consultant shall include in the FOE Report a discussion of the alternatives to avoid or minimize adverse effects. When requested by Agency, Consultant shall coordinate with the Agency Project Designer or Project Team Leader to discuss available options to avoid or minimize adverse effects to listed or eligible historic resources. Consultant shall coordinate with Agency to ensure that FHWA concurs with the proposed FOE on the resources prior to transmittal to SHPO. A Project Submittal Letter must be submitted with an FOE Report.

Consultant shall coordinate with Agency to obtain FHWA concurrence with the proposed FOE on the resource(s), prior to submittal to SHPO.

Consultant shall prepare FOE using the most current Agency form.

The FOE(s) must:

- Assess the Project’s effects on the historic resource including: physical destruction or damage; alteration or rehabilitation; removal; change of setting; introduction of visual, atmospheric or audible elements; neglect of a property; or transfer or sale of ownership; and
- Discuss alternatives to avoid or minimize adverse effects to the resource.

FOE(s) will be prepared for up to 2 resources. Agency Historic Resource Specialist will transmit the final FOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

### **3.3.3 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Draft FOE(s) (in electronic WORD format) for each effected resource that is listed or eligible for the NRHP to APM and LAPM for review per Task 1 Project Design Schedule.
- Final FOE(s) (in electronic WORD and PDF format) for each effected resource that is listed or eligible for the NRHP to APM and LAPM 2 weeks following receipt of draft review comments.

### **Task 3.4 Hazardous Materials Study and Services**

The purpose of this task is to facilitate Agency compliance with environmental regulations pertaining to site cleanup and waste management. The services to be provided shall include:

- Conduct a Hazardous Materials Corridor Study to identify potential sources of contamination that could impact property acquisition or construction.
- Review available existing information to evaluate historic land use.
- Conduct geophysical surveys to identify potential underground storage tanks or buried debris.
- Screen and collect soil and water samples from geotechnical borings which may be drilled in areas with known or suspected subsurface contamination.
- Collect surface material samples from road shoulders to determine if the material meets Oregon Department of Environmental Quality (DEQ) standards for clean fill.
- Conduct site-specific subsurface investigations to determine if soil or groundwater is contaminated within the project corridor.
- Prepare contract bid documents for handling and disposal of contaminated materials.

Consultant shall conduct all tasks in accordance with ODOT's HazMat Program Procedures Guidebook (March 2010) and applicable industry standards. Consultant shall submit deliverables in an electronic format (native file and \*.pdf) version using Microsoft® Word.

#### **Task 3.4.1 Hazardous Materials Corridor Study**

Consultant shall conduct a Hazardous Materials Corridor Study (HMCS) according to the following standards and guides:

- "Hazardous Waste Guide for Project Development" (1990), by the American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation.
- "ODOT Hazmat Program Procedures Guidebook," 2010, Oregon Department of Transportation.
- "Level 1 Corridor Study" report template, Oregon Department of Transportation.
- And the requirements listed below.

Consultant shall conduct a site reconnaissance to identify potential sources of contamination that could impact construction or result in Agency acquiring contaminated property.

Consultant shall review available federal and State environmental databases to identify sites that could potentially impact the project, using the minimum search radii listed below.

Environmental Database	Search Radius
State-Equivalent NPL List (ECSIS)	0.25 mile
Oregon Permitted Landfill List	0.25 mile
State Leaking (L)UST List	0.25 mile
Federal RCRA Generators List	Site and Adjoining

Environmental Database	Search Radius
State Fire Marshal's Spill Response List	Site and Adjoining
State Certified UST List	Site and Adjoining

Consultant shall use commercially available database reports such as provided by EDR (Environmental Data Resources) to determine whether contamination from adjacent facilities is likely to impact project construction.

Consultant shall review the Oregon Water Resources Department on-line database at [OWRD Well Database](#) to determine if water wells or monitoring wells are located on or adjacent to the project corridor.

Consultant shall review project files at the DEQ Northwest Region office in Portland, OR for all facilities considered to be high risk for impacting project construction. Consultant shall use DEQ file information to delineate contaminated areas within the project corridor and identify if that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the project corridor and adjacent properties, using one or more of the following resources:

- Sanborn Fire Insurance Maps
- Aerial Photographs
- Reverse City Directories
- Historic property ownership/occupancy records or building permits

The resource(s) selected must, if possible, provide historic information regarding land use back to 1935 at 10 year intervals, or the Consultant must demonstrate that such information is not readily available.

Consultant shall review pertinent records that may be made available by the Agency as they relate to the environmental condition of the project corridor.

Consultant shall assess if soil sampling is necessary to determine if soil excavated from the project corridor shall meet DEQ clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, polynuclear aromatic hydrocarbons, petroleum hydrocarbons, and solid waste.

Consultant shall prepare a HMCS report summarizing the information obtained through the activities listed above, using ODOT's Corridor Report Template available at [ODOT Report Template](#).

The report must include photographs documenting project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed.

**Deliverables/Schedule:**

Consultant shall provide:

- Draft HMCS report to the Agency within eight weeks following Notice to Proceed (NTP).
- Final HMCS report within one week following receipt of Agency comments.

**Task 3.4.5 Shoulder Material Investigation (CONTINGENCY – See Section F)**

Consultant shall collect surface soil samples within the limits of the project corridor for laboratory analysis. The results of those analyses will be compared with Oregon Department of Environmental

Quality (DEQ) guidelines to determine if surface material excavated for project construction can be handled and disposed as clean fill.

**Deliverables/Schedule:** Consultant shall provide:

- Draft DAP Narrative two weeks prior to DAP Completion milestone
- Final DAP Narrative within one week following receipt of Agency comments.

### **3.5 Biological Resources Compliance and Permitting**

Consultant shall complete the appropriate biological resources tasks presented below based on the 60% construction plans. General biological work shall be executed by a qualified biologist who meets the following minimum qualifications: 3 full years of environmental analysis or resource Project management experience and a Bachelor's degree that included 30-quarter or 20-semester hours in biology, environmental science, natural science, or closely related field. An individual who makes determinations of effect under the ESA and prepares ESA documentation must also be an ESA qualified biologist as per ODOT Technical Services Bulletin GE14-03(B) or most current ([http://www.oregon.gov/ODOT/Engineering/Doc\\_TechnicalGuidance/GE14-03b.pdf](http://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/GE14-03b.pdf)).

#### **3.5.1 Endangered Species Act (ESA) Biological Assessment**

The proposed project is expected to result in impacts to federally listed fish species that reside in the Sandy River from bank stabilization activities that require in-water work. As such, given the presence of WFLHD funding, the project will be required to demonstrate compliance with Section 7 of the federal ESA. Consultant shall prepare a Biological Assessment (BA) to document project impacts on federally listed fish species and conservation measures for minimizing adverse impacts on listed species. Project-related impacts on federally listed plant and wildlife species are not anticipated. If the project is determined by Consultant and County to result in impacts on federally listed plant and wildlife species, a WOC amendment would be required to authorize preparation of a BA that addresses project impacts on federally listed plant and wildlife species. The BA must be completed by an ESA qualified biologist as described above.

Consultant shall:

- Use a qualified ESA biologist(s) to conduct 1 field survey of the area of API at the appropriate time for each ESA listed fish species with the potential to be present in the API and their potential suitable habitats following standard/appropriate field survey techniques.
- Contact the Oregon Biodiversity Information Center (“ORBIC”) to obtain data regarding listed threatened and endangered species as well as those proposed for listing under the federal and state ESA that may occur within the API.
- Communicate with local ODA, ODFW, NMFS and USFWS staff via phone or email to acquire additional specific ESA information for the Project area.
- Make ESA effects determinations following the analysis of gathered ESA information.
- Coordinate with design staff and County to develop appropriate measures (i.e., construction special provisions) to minimize impacting listed species proposed for coverage in the BA (Task 15.1).
- Prepare draft BA for the Project area; provide to County and WFLHD for review and comment.
- Prepare final BA for County and WFLHD acceptance.

#### **3.5.1 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- One electronic PDF copy of the Draft BA to County for review per Task 1 Project Design Schedule.

- One electronic PDF copy of the Final BA to County within 2 weeks following receipt of draft review comments.

### **3.6 WETLAND AND WATER RESOURCES**

Consultant shall research and prepare documentation necessary to satisfy the requirements of Section 404 of the Clean Water Act and Oregon's Removal Fill Law (ORS 196.795-196.990).

#### **3.6.1 Wetland/Waters of the U.S./State Determination**

Consultant shall complete a wetland field determination and ordinary high water mark "(OHWM)" demarcation for the Project Study Area ("PSA").

Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps ("NWI/LWI")) as well as data gathered in the field to document the presence or absence of wetlands within the PSA.

Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Ensure that field methods used and data collected meet the U.S. Army Corps of Engineers ("USACE") and DSL technical requirements for wetland delineations and ordinary high water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Place flags in the field to show the Wetland Boundary and OHWM elevation of all jurisdictional surface waters. Coordinate with survey team to locate flagging. Use of handheld GPS is allowed if it has the accuracy necessary for the regulatory agencies and the staff are willing to escort Agency representatives on a field site tour.
- Conduct a pebble count at two (2) locations and collect two (2) streambed sediment samples in the vicinity of the bridge for grain size analysis.

Consultant shall prepare one (1) Wetland/Waters of the U.S./Delineation Report (Wetland Delineation Report) in accordance with DSL and USACE requirements and standards. The Wetland Delineation Report shall include all required information outlined in Oregon Administrative Rules (OAR) 141-090-035.

Consultant shall prepare appropriate graphics required by USACE and DSL to accompany the Wetland Delineation Report. This shall include a site location map, tax lot map, National Wetland Inventory or Local Wetland Inventory map (if available), soil survey map, and aerial overlay map. Consultant's Wetland Delineation Report must also include wetland delineation boundary mapping (figures) as finalized by Consultant and as per the requirements of DSL, and a color photographic record depicting existing conditions.

Consultant shall also complete the appropriate DSL cover page for submitting the Wetland Delineation Report to for review and approval. Consultant shall attend one site visit with Agency representatives if determined necessary by USACE and/or DSL, and shall respond to their comments.

Consultant shall submit the Wetland Delineation Report to DSL and USACE. Consultant shall be responsible for signing the wetland delineation report cover page. Consultant shall be responsible for payment of associated fees, anticipated to total \$454. Agency and WFL shall review the draft Wetland



Delineation Report and shall provide comments to Consultant within three weeks of receipt of the draft. Consultant shall make appropriate modifications to the draft Wetland Delineation Report in response to the comments and shall prepare the final for submittal.

### **3.6.1 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Electronic copies of the Draft Wetland Delineation Report to Agency for review per the schedule in Task 1.
- Electronic copy (PDF) of the Final Wetland Delineation Report to Agency two weeks following receipt of draft review comments per the schedule in Task 1.
- Final Wetland Delineation Report to DSL and the USACE per the schedule in Task 1.
- Sketch map of approximate wetland and waters boundaries to Agency (if present) per the schedule in Task 1.
- Notification to Agency (via email) if wetlands are present and will be impacted per the schedule in Task 1.
- Electronic copy (Word) of the draft Wetland Determination to APM for review per the schedule in Task 1.
- Electronic copy (PDF) of the Final Wetland Determination to APM 2 weeks following receipt of draft review comments.

### **3.6.2 Functional Assessments**

Consultant shall prepare Stream and Wetland Functional Assessments, as appropriate for the expected project impacts, in accordance with DSL and USACE requirements and standards. The functional assessments shall be conducted following the *Stream Function Assessment Method (SFAM)*, *Oregon Rapid Wetland Assessment Protocol (ORWAP)*, *Hydrogeomorphic (HGM)-based Assessment of Oregon Wetland and Riparian Sites* or best professional judgment, as appropriate for the site conditions and level of impact.

Consultant shall submit the Functional Assessments with the Joint Permit Applications to DSL and USACE. Agency and WFL will review the draft Functional Assessments and will provide comments to Consultant within three weeks of receipt of the draft. Consultant shall make appropriate modifications to the draft Functional Assessments in response to the comments and shall prepare the final for submittal.

### **3.6.2 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Electronic copy of the Draft Functional Assessments to Agency for review per the schedule in Task 1.
- Electronic copy (PDF) of the Final Functional Assessments to Agency two weeks following receipt of draft review comments per the schedule in Task 1.
- Final Functional Assessments to DSL and the USACE per the schedule in Task 1.

## **3.7 Environmental Permits and Clearances**

Consultant shall research and prepare state and federal permit applications required for the Project as described in the subtasks listed below.

### **3.7.1 USACE/DSL Joint Permit Application (“JPA”) and DEQ Section 401 Certification**

Consultant shall prepare a complete JPA meeting all the applicable requirements of the most recent version of the Oregon Department of State Lands Removal-Fill Guide and USACE permit application standards. Consultant shall submit the JPA and Stormwater Management Plan to the Oregon Department of Environmental Quality (DEQ) to obtain Section 401 Water Quality Certification.

LPA will select the preferred design for the Project prior to the preparation of the JPA.

Consultant shall:

- Prepare JPA for a USACE Section 404 Nationwide Permit and a DSL General Permit or General Authorization, to authorize work within the jurisdictional waters and any wetlands found in the Project area.
- Provide pre submittal coordination with DEQ to inform them of the Project and verify requirements and documentation necessary to apply for Section 401 Water Quality Certification.
- Provide pre-submittal coordination with representatives of the USACE and DSL to confirm permitting requirements and application procedures. Consultant shall coordinate and attend one pre-submittal site visit with DSL and the USACE to discuss the Project and address the resource agencies concerns.
- Verify that features and impacts are correctly identified for the permit application.
- Prepare all JPA required drawings, maps, photographs, site descriptions, and any additional information required by DSL or the USACE for inclusion in the JPA.
- Prepare narratives and descriptions on Project purpose and need and Project alternatives using Project development information provided by LPA as necessary to complete the JPA.
- Respond to questions or comments raised by the USACE and DSL following the submission of the JPA. This task may include correspondence and clarification of the JPA in the form of telephone calls, letters, or e-mails, to clarify regulatory Agency concerns and to facilitate the issuance of the USACE and DSL permits for this Project. No regulatory Agency site visit or in person meetings will be required.
- Submit to DEQ a copy of the complete Joint Permit Application, Stormwater Management Plan, and provide a transmittal letter to DEQ requesting Section 401 Water Quality Certification for the Project.

All required wetland and/or waters mitigation will be satisfied with Payment-to-Provide or purchase of mitigation bank credits. On-site or off-site compensatory wetland/waters mitigation coordination and planning will not be required.

Due to the varied nature of post-submittal coordination, it is expected that the Consultant shall not expend more than eight hours for office review and coordination time for post-submittal coordination with DSL, USACE, and DEQ. APM will be responsible for obtaining Land Use Planning Signature on the JPA.

### **3.7.1 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Electronic copy of the Draft JPA Submittal Package to Agency and LAPM for review per Task 1 Project Design Schedule.
- Electronic copy (PDF) of the Final JPA Submittal Package to Agency and LAPM 2 weeks following receipt of draft review comments.

### **3.7.2 Oregon Department of Environmental Quality (DEQ) 1200-C Permit Application**

If the Project design results in an overall ground disturbance that is greater than one acre, a DEQ 1200-C Permit will be required.

Consultant shall provide pre-submittal coordination with representatives of the DEQ and LPA to confirm permitting requirements and application procedures. Consultant coordination includes correspondence in the form of telephone calls, e-mail, letters, and memos to document permit needs.

Consultant shall assemble permit application materials including the application forms, plans, drawings, memos, details, and specifications to support the permit application.

Consultant shall provide support to successfully transfer the 1200-C permit to the eventual construction contractor by providing a detailed technical memorandum to LPA fully describing all steps, processes, and timeline to transfer the Permit to the Contractor.

Agency will acquire Planning Department Signature and LPA will be listed as applicant on the 1200-C application.

### **3.7.2 Consultant Deliverables and Schedule**

Consultant shall prepare and submit:

- Electronic copy of the Draft 1200-C Permit Application Package to Agency and LAPM for review per Task 1 Project Design Schedule.
- Electronic copy (PDF) of the Final 1200-C Permit Application Package to Agency and LAPM 2 weeks following receipt of draft review comments.
- 1200-C Permit Transfer Technical Memorandum to LAPM per Task 1 Project Design Schedule

## **TASK 4 PUBLIC INVOLVEMENT SUPPORT**

Not included in Consultant Scope.

## **TASK 5 - UTILITIES**

Consultant shall perform the coordination of all utility facilities within the Project limits. If any utility is nonresponsive or uncooperative, Consultant shall notify Agency upon completing the level of effort defined by the BOC, and Agency will communicate with the utility to affect a solution.

### **5.1 Utility Location and Coordination**

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. This work includes reviewing utilities that may be in conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utilities located within the Project limits and shall conduct a utility reconnaissance of the project areas to determine visual evidence of underground and aboveground utility facilities.

It is anticipated that there will be limited utility relocation work. The roadway will be overlaid and within the area of the bank stabilization work, the soils were washed and replaced, therefore, we do not anticipate utility conflicts with the proposed work.

### **5.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Existing utility information gathered in Task 5.1 to be included in the survey map/base map/Record of communications with each utility within the Project limits.
- Copies of communication record must be provided to APM and LAPM within 3 business days of request.

## **5.2 Utility Report**

Consultant shall prepare a draft and final “Utility Report” for those utilities located within the Project limits. The “Utility Report” should include as many of the following items that are known and applicable:

- Description of utilities located within the Project limits
- Utility facility’s structure dimension
- Probable buried depth of cover or aerial lowest height of wire
- General description of utility facility structure material
- Reliance upon other utilities in the vicinity (joint use facility)
- Description of the means used to verify facility location and limits of conflict (test hole data a.k.a. “pothole” verification)
- Proposed project construction requirements
- Potential utility conflicts
- Probable conflict resolution (relocation or adjustment concept)

## **5.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Utility Report to be submitted with DAP Package under Task 13.
- Final Utility Report to be submitted to APM within 10 business-days receipt of comments on draft document.

## **5.3 RESERVED**

## **5.4 RESERVED**

## **5.5 RESERVED**

## **5.6 Utility Certification**

Consultant shall complete and sign the Utility Certification verifying that all utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedule.

If an exception is required, Consultant shall prepare, for the APM’s signature, a Public Interest Finding as part of the Utility Certification including facts regarding the cause for the exception, an action plan and time table in securing a utility agreement (a.k.a. Time Requirements letter).

## **5.6 Consultant Deliverables and Schedule**

Consultant shall provide:

- One (1) \*.pdf copy of the Utility Certification sent to SUL for co-signature due 10 business days prior to PS&E.
- One (1) hard copy of signed Utility Certification form to be incorporated into PS&E package.

## **TASK 6 GEOTECHNICAL / PAVEMENT SERVICES**

Note included in Consultant scope. The pavement will be a 2 inch overlay and the previous geotechnical work will be used as a basis for the bank stabilization design.

## **TASK 7 HYDRAULICS RELATED SERVICES**

Consultant shall provide stormwater management and hydraulic related design services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

### **7.1 Hydraulic Site Investigation**

The purpose of this subtask is to identify existing information and field conditions.

Consultant shall:

- Obtain the Flood Insurance Study (“FIS”) report and if available the Flood Insurance Rate Map using the Federal Emergency Management Agency (“FEMA”) web site.
- Obtain effective FEMA hydraulic model for use in FEMA “No-Rise” Analysis
- Review local floodplain ordinances to determine if there are any applicable to this water body.
- Determine channel and floodplain hydraulic roughness values (document with photographs).
- Visit the bank stabilization site and record observations with respect to the following:
  - Lateral channel stability.
  - Stream channel hydraulic roughness.
  - Aggradation or degradation of bed material.
  - Existing evidence of scour and/or erosion.
- Obtain 2 bed material sediment samples and provide to geotechnical engineer for development of sieve analysis to determine sample gradations.
- Coordinate with Geotechnical Engineer and review geotechnical report with regard to lateral stream stability and scour potential and coordinate with geotechnical engineer for bed material sample testing.

#### **7.1 Consultant Deliverables and Schedule:**

Consultant shall incorporate the information from this task into deliverables for Task 7.4

### **7.2 Hydrologic Analysis**

The purpose of this subtask is to perform hydrologic analysis to determine appropriate flow rates for design of various Project elements.

Consultant shall:

- Review ODOT Hydraulic Manual and available hydrologic data sources to determine the most appropriate 2-, 10-, 25-, 50-, 100-, and 500-year design flow for the proposed Project.
- Analyze available stream gauge records to calculate flood frequency and flow duration values to support hydraulic analysis and design.  
In the absence of stream specific data, consultant shall delineate the tributary drainage basin utilizing available topographic maps and utilize the regional regression equations described in the U.S. Geological Survey (“USGS”) magnitude and frequency of floods in Western Oregon to predict design flows or utilize the peak discharges published in the FEMA FIS.
- Determine the temporary water management discharge estimates for the portion of the year when construction will take place to be used in temporary water management design recommendations and included in the technical specifications for the Project.
- Determine the fish passage high flow and fish passage low flow.

#### **7.2 Consultant Deliverables and Schedule:**

Consultant shall incorporate information from this task into deliverables for Task 7.4

### **7.3 Hydraulic Analysis**

The purpose of this subtask is to perform a variety of hydraulic analysis in support of design, and provide hydraulic design recommendations related to bridge, culvert, scour, and open channel.

Consultant shall:

- Simulate hydraulic conditions of the stream using Hydrologic Engineering Centers (“HEC”)-River Analysis System (“RAS”) (version 5.0.7) software or later.
- Create a “Duplicate Effective Model” (DEM) to ensure model results match the effective FEMA FIS regulatory and floodway elevations within the required tolerances.
- Create a “Corrected Effective Model” (CEM) to correct any errors in the DEM and add additional cross sections needed to obtain additional detailed hydraulic information at the Project site.
- Create an “Existing Conditions Model” (ECM) to simulate the current hydraulic conditions at the proposed bank stabilization site to determine current water surface profiles, velocities, depths, and flow area for the various design flows.
- Create a “Proposed Conditions Model” (PCM) at the proposed bank stabilization site to determine proposed conditions water surface profiles, velocities, depths, and flow area for the various design flows.
- Compare ECM and PCM model output for determining compliance with a FEMA “No-Rise” requirements.

### **Open Channel Hydraulics**

Consultant shall:

- Design revetment and bank stabilization for up to 2 alternatives following Agency/LPA guidelines and methods as described in Federal Highway Administration (FHWA) publication HEC-11, Design of Riprap Revetment, and HEC-18, Evaluating Scour at Bridges.
- Evaluate hydraulic conditions under fish passage high flow and fish passage low flow, provide fish passage design recommendations, and demonstrate compliance with Oregon Fish Passage Laws (ORS 509.580 through 910).
- Develop a streambed material gradation recommendation and prepare a material specification.
- Provide waterway enhancement design recommendations for stream boulders, large woody debris, and/or bioengineered stream bank restoration.
- Perform calculations to predict the stability of waterway enhancements.

### **7.4 Hydraulics Report**

The purpose of this subtask is to summarize the findings of the hydraulic related services and document the design recommendations.

Consultant shall prepare a draft version of the Project Hydraulics Report per ODOT Hydraulics Manual guidelines containing preliminary design recommendations for the hydraulic related services.

Consultant shall prepare a final Hydraulics Report to reflect Agency review comments and to include changes to hydraulic related design recommendations that need to be modified due to advancement of the overall Project design. A FEMA “No-Rise” certification shall be provided in the final Hydraulics Report, if appropriate.

#### **7.4 Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft Hydraulics Report in PDF file format, along with an MS Word file containing the report narrative, and 3 hard copies, due with the Design Acceptance Package.
- Final Hydraulics Report, PDF file of complete report, and 3 hard copies, due with the Final Plans.

### **TASK 8 TRAFFIC ENGINEERING & MANAGEMENT**

Not included in scope.

### **TASK 9 RESERVED**

### **TASK 10 ROADWAY DESIGN**

Consultant shall provide roadway design Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

#### **10.1 Design Criteria**

Consultant shall prepare draft and final design criteria. Design criteria shall be consistent with Clackamas County Roadway Standards. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway design elements of the Project. This includes the following:

- Determine cross slope, horizontal curves, and super-elevation
- Determine maximum grade, vertical curves
- Determine cross section elements:
  - Number and width of travel lanes
  - Shoulders
  - Curbs
  - Side slopes
  - Ditches or swales (drainage facilities)

#### **10.1 Consultant Deliverables and Schedule:**

Consultant shall provide:

- Draft design criteria electronically to APM within 4 weeks from Notice to Proceed (NTP).
- Final design criteria electronically to APM within 2 weeks from receipt of Agency comments.

#### **10.2 Concept Plans/Alternative Analysis**

The existing Roadway will be overlaid with new AC without any changes to vertical or horizontal alignments with the exception of minor pavement overlay of some area.

### **TASK 11 RESERVED**

### **TASK 12 LOCAL PERMITS**

Consultant shall provide local agency permitting Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

## **12.1 Permit Research**

Consultant shall evaluate permit requirements for the Project. Consultant's evaluation shall include permit requirements from local agencies for the Project.

Based on Project information and available Agency's zoning and land use information, Consultant shall determine the required land use or environmental permits and processes. The proposed Project activities shall occur entirely within the jurisdiction of Clackamas County. Anticipated permits include:

- Clackamas County Floodplain Development

Consultant shall prepare a technical memorandum detailing permits required, agency staff contacted, and the cited respective code sections that require them. Consultant's permitting technical memorandum shall outline the procedure for obtaining these permits and approximate timeframes associated with them. Consultant's permitting technical memorandum shall include specific conditions listed in those code sections which may apply to the Project. Consultant shall contact by phone or email Agency planning staff members to verify the required permits, processes, standards, and criteria.

## **12.1 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Permitting Technical Memorandum due with DAP, Task 13 per Task 1 Project Schedule in electronic (MS Word) format.
- Final Permitting Technical Memorandum submitted in electronic format. Consultant shall perform 1 set of revisions due 10 business days after receiving Agency comments on draft Technical Memorandum.

## **12.2 Local Permit Acquisition**

Consultant shall initiate and attend one pre-application conference with Agency planning staff to determine the scope of drawings and supporting documentation required for Agency permit application for required local permits, which are anticipated to be Floodplain Development, and Principle River Conservation Area.

Consultant shall prepare a draft Agency permit type including drawings, narrative, calculations, etc. addressing Project compliance with relevant standards of the Clackamas County ZDO. Consultant shall submit the development permit applications, drawings and any other support documentation for Agency review. Consultant shall modify the permit application, drawings and/or supporting documentation in response to Agency comments and submit a final local Floodplain Development and Natural Resource Area development application package to the Agency.

Upon submittal of permit application materials to Agency, Agency PM shall answer questions on the application during the permit review period.

Consultant shall provide coordination with Agency. Consultant shall monitor permit application completeness review process, provide supplemental information as required, and revise the application in response to review comments and conditions of approval.

### **Notes:**

- Agency/LPA will provide all required signatures on application forms.



## **12.2 Consultant Deliverables and Schedule**

Consultant shall provide:

- Draft Permit Applications; electronic copies for Agency review due per Task 1 Project Schedule.
- Final Permit Applications; 2 hard copies filed with the permitting agency due 14 days after receiving Agency comments.

### **TASK 13 DESIGN ACCEPTANCE PACKAGE (30%)**

The objective of the DAP is to identify the size of the Project footprint, required design exceptions and any required environmental permits prior to preparing the Preliminary, Advance and Final Plans.

Consultant shall prepare a DAP that includes design plans (30%), cost estimate and a design narrative that addresses the following:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, roadway classification, lanes, ADT, posted speed, and other design standards pertinent to the Project);
- Summary of design exceptions that will be necessary
- Summary of roadway alignment and typical section alternatives considered, including recommendations;
- Outline of Project constraints such as topography, environmental, permits, ROW, utilities and cost (NOTE: these may be executive summaries prepared by Consultant for other deliverables associated with this Project);
- Environmental impacts and mitigation measures;
- Environmental permitting requirements;
- Utility conflicts;
- Local permit needs;
- Construction staging, temporary detours, and temporary protection and direction of traffic during construction;

Consultants shall prepare DAP plan sheets according to the following table:

<b>Name of Sheet</b>	<b>Estimated # of Sheets</b>
Title sheet	1
Typical sections	1
Details	2
Roadway plans	7
Roadway cross sections	1
Bank Stabilization plan/profiles	4

Consultant shall summarize and reference in the DAP all of the reports and technical memoranda pertinent to the Project. Consultant shall prepare and submit design plans and a cost estimate as appendices to the DAP. Drawings submitted with the DAP must be marked as "Design Acceptance Plans for Review." Both the DAP and the design plans must bear the responsible engineer's seal.

Consultant shall prepare the Title sheet in accordance with Agency standards and provide an index to the drawing set.

Agency will provide comments on the DAP. Consultant shall address Agency comments. Consultant shall attend a DAP Plan Review Meeting to communicate and discuss resolution to Agency review comments. Consultant shall provide written responses to address review comments received from Agency after attending the DAP Plan Review Meeting.

For budgeting purposes it is assumed that Consultant staff shall attend the DAP Plan Review Meeting, including travel time, per Task 1.3.2.

**13 Consultant Deliverables and Schedule:**

Consultant shall provide:

- 1 electronic copy of DAP in PDF format to APM within 20 weeks of NTP.
- 1 electronic copy of written responses to DAP review comments to APM within 2 week of the DAP Plan Review Meeting.

**TASK 14 RIGHT OF WAY (ROW)** Not included in contract. If services are required, they will be completed by County ROW Staff.

**TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)**

Consultants shall prepare plan sheets according to the following table:

Table 15

<b>Name of Sheet</b>	<b>Estimated # of Sheets</b>	<b>Advanced Submittal</b>	<b>Final Submittal</b>
Title sheet	1	X	X
Layout of sheets	1	X	X
General notes, Legend & Abbreviations	1	X	X
Typical sections	1	X	X
Civil details	5	X	X
Roadway plan (1"=50')	10	X	X
Roadway cross sections	4	X	X
Driveway profiles/elevations	5	X	X
Bank Stabilization plan/profiles (1"=30')	5	X	X
Erosion control cover & notes	1	X	X
Erosion control plans (1"=40')	5	X	X
Erosion control details	1		
Temporary traffic control standard detail sheet	1	X	X
Sign and striping details	1	X	X

## **15.1 Advance PS&E (90%)**

This task includes preparation of advance plans, Special Provisions, construction cost estimate, risk assessment, and quality control reviews, as well as incorporating comments from previous reviews.

### **Advance Plans:**

Consultant shall prepare drawings, per Table 15 above and reference Agency standard drawings and details, and other related drawings.

### **Advance Special Provisions:**

Consultant shall update Project Special Provisions based on changes and clarifications to the Project design, as determined at DAP and in accordance with 2018 *Oregon Standard Specifications for Construction as amended* and *Agency Specification and Writing Style Manual*. Consultant shall prepare the Special Provisions to the 90% level (the “Advance Special Provisions”) in MS Word utilizing “Track Changes”.

The Advance Special Provisions must incorporate the Agency’s boilerplate Special Provisions corresponding with the Project Bid Date. If a bid date has not been identified, Consultant shall use the most current boilerplate Special Provisions. Boilerplates, by bid date, can be found at the following website:

[https://www.oregon.gov/ODOT/Business/Pages/Standard\\_Specifications.aspx](https://www.oregon.gov/ODOT/Business/Pages/Standard_Specifications.aspx)

Consultant shall obtain concurrence from the proper Agency technical resource for any unique special provisions or changes made to the boilerplate special provisions, beyond fill-in-the-blank changes. Consultant shall document the changes made to the Special Provisions and technical resource concurrence using Agency’s Special Provision Summary Form. The list of Agency technical resources and corresponding special provision can be found at the following website:

<http://www.oregon.gov/ODOT/HWY/SPECS/Pages/index.aspx>

Consultant shall submit the Agency Civil Rights Request for Goals Worksheet to the Agency Office of Civil Rights and incorporate the appropriate Disadvantaged Business Enterprise (“DBE”) goals, Minority, Women, and Emerging Small Business (“MWESB”) aspirational target values, and On the Job Training (OJT) hours into the Project Special Provisions;

Consultant shall submit the Agency risk assessment form to the APM and incorporate the resulting insurance information into the Special Provisions.

### **Advance Cost Estimate:**

Consultant shall update the construction cost estimate quantities and unit costs utilizing Agency standard bid items to support the Advance Plans (the “Advance Cost Estimate”). Consultant shall prepare the estimate to include mobilization, contingencies, and construction engineering. The estimate must be based on unit prices utilizing Agency and Consultant historic bid information and anticipating a Spring of 2021 bid letting. Consultant shall prepare the final cost estimate using an electronic format (native file and \*.pdf) version using Microsoft® Excel software.

### **Construction Schedule:**

Consultant shall prepare a construction schedule, using the Critical Path Method (MS Project and PDF format) that outlines a reasonable Project construction sequence and time frames. The schedule must include anticipated material lead times, Project milestones and anticipated construction phasing and staging.

Advance PS&E Revisions/Corrections:

The APM will submit a single electronic file of Advance PS&E Comment Log review comments to Consultant.

Consultant shall address comments received and communicate with the APM the proposed resolution to the comments. Consultant shall provide written response to address review comments received from the APM on the Advance PS&E.

**15.1 Consultant Deliverables and Schedule**

Consultant shall submit the following to the APM within 8 weeks of the APM’s written approval (e-mail acceptable) of the Preliminary PS&E (60%) (Task 15.1):

- Advance Plans (PDF)
- Advance Special Provisions in electronic format (MS Word, utilizing “Track Changes”)
- Advance Construction Cost Estimate in electronic format (Excel and PDF)
- Construction schedule in electronic format (MS Project format and PDF)
- Comment response log for plans and specifications (In an Excel document)
- Agency risk assessment form
- Special Provisions summary form
- Civil Rights request for goals worksheet

Consultant shall submit Advance PS&E Review Comment Log with initial responses to the APM and LAPM within 2 weeks of receipt of comments.

**15.2 Final PS&E Package (100%)**

This task includes preparation of the Final PS&E package for bidding purposes. The final plans, Special Provisions, and construction cost estimate must incorporate all revisions agreed to and documented on the Advance PS&E Comment Log (Task 15.2).

Consultant shall coordinate with the APM to ensure all deliverables listed on the most current Final PS&E Submittal and Completeness checklists will be satisfied. Refer to the latest version of the Final PS&E checklists at: [http://www.oregon.gov/odot/hwy/opl/pages/manuals\\_forms\\_etc.aspx](http://www.oregon.gov/odot/hwy/opl/pages/manuals_forms_etc.aspx)

Agency will review final plan sheets and note any final revisions needed prior to preparation and submittal of Professional of Record (POR)-signed Final Plans within 2 weeks of receipt of documents from Consultant. Consultant shall incorporate final revisions into POR-signed Final Plans. Upon request from Agency, Consultant shall resolve comments from the Office of Pre-letting.

**15. Consultant Deliverables and Schedule**

Consultant shall submit the following, 4 weeks prior to the PS&E Due Date to the Agency Office of Project Letting:

Description	To APM		To WFL LAL	
	Electronic	Paper	Electronic	Paper
Un-signed Final Design Plans (11 x 17)	PDF	X	PDF	X
Project Special Provisions	Word & PDF	X	PDF	X

POR Certification with all Special Provisions sections stamped	PDF		PDF	
NEPA Approval Documentation (delivered under Task 3)	PDF	X	PDF	
Utilities Certification (delivered under Task 5)	PDF	X	PDF	

Consultant shall submit the following to APM, no later than 1 week prior to the PS&E Due Date to the WFL LAL:

- POR-signed Final Plans printed on 11 x 17 paper, 4 copies
- POR-signed Final Plans in PDF format

Consultant shall submit the following to APM, no later than 1 week prior to the PS&E Due Date to the Agency:

- POR-signed Final Plans printed on 11 x 17 paper, 2 copies
- POR-signed Final Plans in PDF format

## **TASK 16 BID AND AWARD ASSISTANCE**

This task includes the preparation of addenda, as needed, and responding to questions during the bidding phase. Consultant shall respond to questions from Agency and Construction Contractors about the plans and specifications during the bidding process. Duties of the PM in the Bid and Award phase are summarized in the ODOT Construction Manual, Chapter 6 – Examination of Project Site or Data by Bidders. This document can be found at <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/CAIndex.aspx>. This document is revised and updated from time to time. Review this chapter to ensure that the scope of work adequately reflects the responsibilities of the PM as detailed in Chapter 6 of the ODOT Construction Manual and revise the scope of work as necessary to fit the needs of the project.

Consultant shall prepare all required Contract addenda to provide clarification to the bid documents. Consultant shall submit the addenda to Agency for distribution to bidders.

### **16.1 Questions During Bidding**

Consultant's Project Manager, or Consultant's designee(s) approved by Agency, shall assist Agency with questions regarding the bid documents and bid process. Consultant shall respond to all questions in writing within 3 day(s) to Agency Project Manager.

Consultant shall, during the bidding process, assist the Agency with the communications with Construction Contractors and suppliers in a manner that assures that no Construction Contractor or supplier is provided with information not in the bidding documents and that could provide a bidding advantage or disadvantage. Consultant shall prepare a written log to document conversations and questions asked by construction contractors or suppliers and the answers provided to the Agency. Consultant shall maintain the written log in the project file and provide upon request of the APM or Agency.

### **16.1 Consultant Deliverables and Schedule**

- Written log of conversations, questions and answers, provided to APM Agency upon request.

### **16.2 Reserved**

**F. CONTINGENCY TASKS**

The Agency, at its discretion, may authorize Consultant to perform Contingency Tasks as outlined in the SOW. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed (“NTP”) issued by Agency's Project Manager. If requested by Agency, Consultant shall submit a detailed cost estimate for the agreed-to contingency Services {within the not-to-exceed or “NTE” amount(s) in the Contingency Task Summary Table} within the scope of the contingency task.

If Agency chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without an amendment to the Contract. The total amount for all contingency tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

**Contingency Task Summary Table**

Contingency Task Description	NTE for Each	Max Quantity	Method of Comp.	Total NTE Amount
2.6 Staking	\$14,525.13	1	T&M	\$14,525.13
3.2.2 Phase 1 Archeology Shovel Probes	\$17,751.30	1	T&M	\$17,751.30
<b>Total for contingency tasks:</b>				<b>\$ 32,276.43</b>

## EXHIBIT B - COMPENSATION

### Definitions:

**CPFF** - Cost Plus Fixed Fee

**FCCM** - Facilities Capital Cost of Money

**NBR** - Negotiated Billing Rates. NBRs are fully loaded billing rates used by firms that do not have an audited, approved overhead rate. NBRs are inclusive of direct salary, indirect expenses and profit.

**NTE** - Not to Exceed Amount

**T&M** - Time and Materials

### A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. Consultant shall complete all Services and provide all deliverables as defined in the Contract. If the applicable compensation is exhausted, but Services and deliverables are not complete, Consultant shall complete the Services and provide the deliverables to County's satisfaction without additional compensation.

The amount payable under the Contract may be adjusted by County or renegotiated to:

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by County or not performed by Consultant;
- Reduce the NTE, Fixed-Price or Fixed-Fee amount commensurate with deductive amendments to reduce the risk associated with the project or to reduce the scope of work required under the Contract;
- Increase the NTE, Fixed-Price or Fixed-Fee amount for additional Tasks/Deliverables added to the scope of work via amendment to the Contract.

{The method(s) of compensation for contingency tasks, if any, is specified in Exhibit A, Contingency Task Summary Table.}

#### 1. Time and Materials with Not-To-Exceed (T&M)

County will pay Consultant for completion of Services required under the Contract on the basis of T&M, up to the NTE amount established in the Contract. Billable items include:

- **Loaded Costs**- the NBR (which is inclusive of profit and overhead costs); or the actual direct salary rate paid to the specific employee(s) (up to the maximum rate approved in the Contract for the employee's classification) productively engaged in work to complete the Services required under the Contract, plus profit and the approved overhead.
- **Direct Non-Labor Costs** (without mark-up) - Approved travel costs (up to the rates established in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless County notifies Consultant otherwise in writing) - the hourly labor rates and direct non-labor costs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

<b>The dollar amount for T&amp;M non-contingency Services is: \$ 259,940.06</b>
---

### B. PAYMENT OPTIONS

Payments will occur only after County has determined that Consultant has completed, and County has accepted, the required Services (including defined deliverables) for which payment is sought via a properly submitted and correct invoice.

**OPTION 1 (For CPFF and T&M) - Progress Payments for Acceptable Progress.** County will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

### **C. TRAVEL**

The Fixed Price amount(s) in this Contract includes all travel, lodging, per diem, and mileage expenses. County will not reimburse Consultant separately for travel, lodging, per diem, or mileage expenses.

Travel costs are allowable only if they are authorized under the Contract and if the travel is essential to the normal discharge of County's responsibilities and is related to official County business. **All travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the State.** Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> .
- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by County will be reimbursed according to the rates set forth by the State Controller at <https://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf> that are in effect on the date when the travel occurs.
- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to County, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

### **D. INVOICES**

Consultant shall submit invoices in the format required by County (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and direct non-labor costs by task/subtask) no more frequently than once per month. The address for invoice submittal is set forth in Exhibit J. In addition to all other applicable invoice requirements in this section D, each invoice must include the following information:

- The County's Contract number
- The County's project number

**Progress Reports:** Each monthly invoice must include a progress report. The monthly progress report must cover the period invoiced and, at minimum, must:

- Describe the previous month's project activities and the planned activities for the next month;
- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;
- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the project Statement of Work, schedule or budget.

### **"Paid Summary Report"**

Consultant shall complete and submit to APM [Paid Summary Report\(s\)](#) [form 734-2882] per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for**



**all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

**CPFF and T&M Compensation:**

- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and direct non-labor expenses for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include receipts for any items purchased or equipment rentals for the Project that exceed \$100. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- County will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if County has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

**Fixed-Price Compensation.** Consultant shall prepare invoice(s) based on the payment option identified in Section B of this Exhibit:

- For Contracts using “Payment upon Full Completion” payment option, Consultant shall submit a single invoice requesting payment for the full Fixed-Price amount after all Services have been completed and all Deliverables have been accepted by County.
- For Contracts using “Progress Payments for Percentage of Services Completed” payment option, Consultant invoices shall be limited to an amount commensurate with the percentage of the total Services (including Deliverables) that were completed in the month invoiced.

County may request a full written itemization of and receipts for, but not limited to, any or all labor and direct costs billed by Consultant. Consultant shall provide written itemization and receipts to County within 5 business days of County’s request. County will not make payment to Consultant under the applicable invoice until County has received all requested supporting documentation from Consultant and County has approved the invoiced amounts. Any overdue payments to Consultant by County for an approved invoice are subject to ORS 293.462.

**E. PAYMENT TERMS**

Payment will be made to Consultant no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. County will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

**F. CORRECTIVE WORK**

Consultant shall complete all Services, including Deliverables, as required in the Contract to County’s satisfaction. If County, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, County shall notify Consultant in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Consultant shall respond to County outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to County’s satisfaction without further compensation. County will not unreasonably withhold payment.

**G. WITHHOLDING/RETAINAGE**

County reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to County under the Contract. County will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by County and will pay interest as required on retainage.

## **H. PAYMENT REDUCTION**

County, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If County finds previously undisclosed inaccurate or improper costs have been invoiced and paid, County will notify Consultant and seek clarification. County, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

## **I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES**

### **Specific Limitations**

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice County only for actual productive time Consultant personnel spend on Services by any level of Consultant's staff (up to the established not-to-exceed amount). Consultant's general supervisors or personnel who are responsible for more than one County project shall charge only for actual productive time spent directly on the project identified in the Contract.

County will pay Consultant only up to the hourly rates set forth in the Contract that are commensurate with the type of Services performed regardless of the classification, title, or level of experience of the individual performing those Services. However, under no circumstances shall Consultant invoice County based on higher direct salary rates than the actual amount paid to its employees.

**Discriminatory Pricing.** Direct and indirect costs as applied to work performed under County contracts and subcontracts may not be discriminatory against the County. It is discriminatory against the County if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non-County work under comparable circumstances.

**Discriminatory Wage Rates.** Pursuant to ORS 279C.520, Consultant shall comply with the prohibitions set forth in ORS 652.220. Failure to comply is a breach that entitles the County to terminate the Contract for cause.

**Employee Discussions Regarding Compensation.** Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person {see ORS 279C.520(1)}.

### **Unallowable Charges**

County will not pay for direct or indirect costs that are unallowable under the provisions of [48 CFR Part 31](#).

Costs or direct charges for, but not limited to, the following are not reimbursable:

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.
- Mark-up on subcontractors or direct non-labor costs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).

- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

## **J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES**

**1. Approved cost data on file with ODOT** - If Consultant or its subconsultants have current, approved overhead, salary, or NBR rate schedules on file at ODOT, Consultant and its subconsultants will submit those approved rate schedules and any required certifications (or County may obtain rate schedules from ODOT) as required in subsections 2 and 3 below for use under the Contract.

**2. Overhead Schedule** - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: <https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf>. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: <https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm>. A signed [Certification of Final Indirect Costs form](#) must be submitted with the overhead schedule.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, County and/or ODOT may evaluate a firm's financial capability, internal control structure, and overhead schedule. This includes a determination as to the applicability of historical overhead rates to the anticipated future contract period, performing financial ratio analysis, evaluating overhead account trends and utilization rates for reasonableness.

### **3. Salary and Billing Rate Schedules**

Consultant shall, and shall cause all of its subconsultants to submit electronically to County the applicable rate schedules described below.

**Direct Salary Rate Schedule** - includes the name, classification and actual direct salary rate as approved for each employee that may be used under the Contract. This schedule is required for firms that calculate an overhead rate. This schedule will not be included in the Contract but will be retained by County.

**Negotiated Billing Rate Schedule** - may be required for Consultants or subconsultants that do not have a cognizant or acceptable independent audit for overhead rates (or do not calculate overhead as part of their normal accounting practice) and County determines it is in the public's best interest to negotiate specific billing rates. Instead of calculating a billing rate using a formula that applies overhead, profit, and FCCM to the direct salary rate, this schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

**Direct Non-Labor Rate Schedule** - is an optional schedule used to list actual costs of reimbursable items that are not included in the firm's overhead rate (or that are properly applied as a credit in overhead calculation).

**Approved Rate Schedules** - The rate schedules approved for the Contract and the BOC are incorporated into this Contract by this reference. Prior to approval of additional subconsultants, Consultant shall provide to County any requested documentation of qualifications and experience of the prospective subconsultant and its staff.

#### **K. RATE REVISIONS**

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by County. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by County on a case by case basis).

#### **L. BREAKDOWN OF COSTS (BOC)**

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (and approved NBRs as applicable) for each classification to be used under the Contract. Consultant shall include names of proposed staffing in the BOC.

The BOC must include a detailed breakdown of the costs for each element of the work regardless of compensation method. The BOC must identify:

- a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
- b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other direct non-labor expenses; and
- c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized direct non-labor costs. County may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
- d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
- e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for direct non-labor expenses applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

**The final BOC agreed to by the Parties is incorporated by this reference.**

## EXHIBIT C - INSURANCE

All insurance required by this Contract shall be maintained with insurers with an A.M. Best Financial Strength Rating of no less than A-. Insurers must be legally authorized to transact the business of insurance and issue coverage in the State of Oregon. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance. Prior to beginning work and during the term of this Contract, including any extensions or warranty period, Consultant shall maintain in force at its own expense each insurance set forth below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).
2.  **Required by County**  **Not required by County.**  
**Professional Liability** insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than  **\$1,000,000**, or  **\$2,000,000**. Any annual aggregate limits must not be less than  **\$1,000,000**, or  **\$2,000,000**. This insurance must cover damages caused by negligent acts, errors or omissions of Consultant and Consultant's subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract. If this insurance is provided on a "claims made" basis, Consultant shall continue the same coverage for  **2 years**,  **3 years**, or  **6 years** after completion of the Services or acquire "tail" coverage or an Extended Reporting Period endorsement for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.
3.  **Required by County**  **Not required by County.**  
**Commercial General Liability** insurance must be issued on an occurrence basis with per occurrence limit, or the equivalent, of not less than \$1,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than \$2,000,000.
4.  **Required by County**  **Not required by County.**  
**Automobile Liability** insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.
5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of County provided through the insurance coverages required in this **Exhibit C**), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to County. **All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.**
6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to County prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by County, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to County; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by County's representatives at a location in the State of Oregon that is reasonably convenient for County's representatives responsible for verification of the insurance coverages required under the Contract.
7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying the County, the State of Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.

8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

## EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- a. **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- b. **Nondiscrimination:** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds or race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- d. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, ODOT, FHWA or the Federal Transit Administration (FTA) as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, County shall impose such Contract sanctions as it, ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
  - (i) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
  - (ii) Cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as County, ODOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request County, ODOT, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## EXHIBIT E.1 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS (No-Goal)

The DBE program is administered by the ODOT Office of Civil Rights (“OCR”). As the County is entering into this Contract under authority granted by ODOT, the DBE Provisions apply the same as if ODOT were the contracting agency.

“Consultant” and “Contractor” are hereinafter referred to as “Contractor”. **See section e for specific reporting requirements of Contractor.**

- a. **Policy and Program Authorities:** ODOT and Contractor agree to abide by and take all necessary and reasonable steps to comply with these DBE Provisions and the following, which are incorporated in this Contract with the same force and effect as though fully set forth in this Contract:
- o [ODOT DBE Policy Statement](#)
  - o [ODOT DBE Program Plan](#), and
  - o Requirements of [Title 49, Code of Federal Regulations, Part 26](#) - Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

ODOT’s DBE Program authorities are set forth in the ODOT DBE Program Plan.

- b. **DBE Goals:** ODOT’s overall goal for DBE participation is 11.6% for FHWA funded Contracts and 6% (proposed) for FTA funded Contracts. For FHWA funded contracting, ODOT may assign DBE Contract goals to increase participation by DBEs. For any Contract with an assigned DBE goal, Contractor shall select a portion of work available under the Contract for DBE participation. Contractor may use DBE subcontractors, suppliers, manufacturers, or Professional Services and Related Services providers to fulfill the assigned DBE Contract goal as long as the DBE is certified in the types of work selected. The assigned DBE Contract goal remains in effect throughout the life of the Contract. Dollar values of participation shall be credited toward meeting the assigned DBE Contract goal based on DBE gross earnings.

**A DBE participation goal has not been established for this procurement.**

- c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as ODOT deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- d. **Prompt Payment and Retainage:** Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Consultant receives from ODOT (or local agency when applicable). In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor’s work is satisfactorily completed.
- e. **Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [form 734-2882] per the instructions on the form. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.
- f. **Commercially Useful Function:** For Contracts with no DBE goal assigned, ODOT may count race-neutral DBE participation toward its overall goal, provided the DBE is performing a commercially useful function (“CUF”) as set forth in 49CFR § 26.55. A DBE performs a commercially useful function when it is responsible for execution of the work of the



Contract/subcontract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Additional detail regarding CUF requirements and other conditions for counting participation by DBE contractors is set forth in 49CFR § 26.55. ODOT may perform a CUF review at any time during the performance of the Contract.

- g. **Termination of DBE Notification Requirement:** Contractor must promptly notify ODOT whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work. See additional requirements of 49 CFR § 26.53(f) regarding termination of a DBE.
- h. **Remedies:** Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by ODOT: non-compliance documented in ODOT evaluation of Contractor performance, a corrective action plan prepared by Contractor, ODOT (or local agency when applicable) withholding of retainage, suspension of work, reporting of non-compliance to the federal System for Award Management ("SAM") available at <https://sam.gov/SAM/>, any other remedies provided under the Contract.
- i. **Information/Questions:** The DBE program is administered by the ODOT Office of Civil Rights ("OCR"). Questions related to the DBE Program may be sent via email to [ocrinforequest@odot.state.or.us](mailto:ocrinforequest@odot.state.or.us) or otherwise directed to: Oregon Department of Transportation Office of Civil Rights 3930 Fairview Industrial Drive SE (MS 23), Salem, OR 97302; Phone: 503-986-4350 Fax: 503-986-6382.
- j. **Directory of Certified Firms:** A searchable database for active certified firms (by NAICS code, NIGP code, ODOT code, certification type, location or project ethnicity goals) is available on line at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.

#### Related Web Sites:

All forms, documents and CFRs referenced or linked in these DBE Provisions are available on line at:

- **Forms:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx>
- **Documents:** <https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx>
- **49 CFR Part 26:** <https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idno=49>

#### Acronyms & Definitions Applicable to Exhibit E.1

APM	ODOT's or local agency's Project Manager
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OCR	ODOT Office of Civil Rights
ODOT	Oregon Dept. of Transportation
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation

## **EXHIBIT F - SPECIAL TERMS & CONDITIONS**

Provisions in this Exhibit F are in addition to and do not supersede the terms and conditions set forth in the Contract.

**NEPA Decision Documents and Final Design.** Agency is not obligated to proceed with final design for any alternative; all reasonable alternatives will be evaluated and given appropriate consideration, and the Consultant under the Contract may not proceed with final design until the relevant NEPA decision documents have been issued.

## **EXHIBIT G - RESERVED**

## **EXHIBIT H - RESERVED**

## **EXHIBIT I - ERRORS & OMISSIONS (“E&O”) CLAIMS PROCESS**

**Exhibit I** is not physically attached but is incorporated into this Contract with the same force and effect as though fully set forth herein. For purposes of this Contract, the term “Agency”, as used in the E&O Claims Process, means “local public agency”. The E&O Claims Process (as may be revised from time to time by ODOT) is available at the following Web address as Exhibit I:

<http://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/xbti.pdf>

## EXHIBIT J - CONTACT INFORMATION and KEY PERSONS

### 1. Party Contact Information.

<b>a.1 * County's Project Manager (APM) Name:</b>	Mike Ward
<b>Ph:</b>	503-742-4688
<b>E-mail:</b>	<a href="mailto:mward@clackamas.us">mward@clackamas.us</a>

### a.2 County's address for invoicing:

<b>Mailing Address:</b>	150 Beaver creek Road, Oregon City, Oregon 97045
<b>E-mail:</b>	<a href="mailto:mward@clackamas.us">mward@clackamas.us</a>

### b. \*\*Consultant's Project Manager (PM) for this Contract is:

<b>Name:</b>	Daniel S. Houf, PE
<b>Ph:</b>	503-221-1131
<b>E-mail:</b>	<a href="mailto:Dan@hhpr.com">Dan@hhpr.com</a>

### c. Consultant's remit address for payments and contact for billings:

<b>Name:</b>	Harper Houf Peterson Righellis, Inc.
<b>Address:</b>	205 SE Spokane Street, Suite 200, Portland, Oregon 97202
<b>Ph:</b>	503-221-1131

\* County may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant, with a copy to ODOT Procurement Office.

\*\*Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by County.

## 2. Key Persons

Consultant acknowledges and agrees that County selected Consultant, and is entering into the Contract because of the special qualifications of Consultant's key personnel ("Key Persons" or "Key Personnel"), which may include specific staff agreed to during Contract negotiations. In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Consultant's or subconsultant's personnel without first obtaining the written consent of County. Further, Consultant shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide County with his or her expertise, experience, judgment, and personal attention according to any schedule LPA A&E Contract (1/15/20)

established under the Contract without first obtaining County's prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by County.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by County) to demonstrate the continuing qualifications of any staff working on County projects, including those approved as Key Persons.

In particular, County, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Daniel S. Houf, PE	Professional Engineer
John Campbell, PLS	Land Surveyor

**3. Reassignment or Transfer of Key Person**

In the event Consultant requests that County approve a reassignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by County and shall not be billed to County. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.



July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Revised Amendment to an Intergovernmental Agreements with the  
State of Oregon Related to Funding for a Future County Courthouse

<b>Purpose/Outcome</b>	Approval of a revised amendment to an intergovernmental agreement with the State of Oregon related to the planning phase for a future county courthouse.
<b>Dollar Amount and Fiscal Impact</b>	No financial impact as a result of this amendment. The existing agreements facilitate the receipt of approximately \$95.7 million in state funds towards the design and construction of a new County Courthouse.
<b>Funding Source</b>	County staff anticipates that the future county courthouse will be funded using a combination of local funds from the County's general fund and matching funds from the State of Oregon.
<b>Duration</b>	The existing Phase 1 agreement will expire upon the completion of the benchmarks described in the agreement, which County staff anticipates will occur by June 30, 2021.
<b>Previous Board Action/Review</b>	The Board had previously approved the amendment as provided by the State at their Business Meeting on June 25, 2020.
<b>Strategic Plan Alignment</b>	<ul style="list-style-type: none"><li>• Build public trust through good government</li><li>• Ensure safe, healthy and secure communities</li></ul>
<b>Contact Person</b>	Gary Barth, (503) 754-2050

**Project Background**

At its June 25, 2020 Business Meeting the Board approved an amendment to an Intergovernmental Agreement which had been provided by the State with county counsel input and approval.

On June 29, 2020 the State contacted the County and informed the County that the State had provided the County with an incorrect amendment and that they would be providing a correct amendment for County approval. That correct and final amendment with all appropriate state agency signatures was received by the County on June 30, 2020. County Counsel reviewed the final amendment and determined that while it clarified a few provisions it is not substantively different than what was previously approved by the Board on June 25, 2020.

This correct and final amendment is being included as a consent agenda item for the July 9, 2020 Business Meeting so that the Board can formally accept and ratify the updated version

**RECOMMENDATION**

Staff respectfully recommends the Board accept and ratify the attached corrected amendment to the Phase 1 intergovernmental agreement with the State of Oregon.

Sincerely,

Gary Schmidt  
Clackamas County Administrator

**SECOND AMENDMENT TO  
CLACKAMAS COUNTY COURTHOUSE  
PHASE 1 FUNDING AGREEMENT**

This Second Amendment ("Amendment") to Clackamas County Courthouse Funding Agreement – Phase I ("Original Agreement") is by and among the State of Oregon, acting by and through its Department of Administrative Services ("DAS") and the Oregon Judicial Department ("OJD") (together referred to as the "State"), and Clackamas County, Oregon ("County"). OJD, DAS and County are each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. On February 28, 2019, the Parties entered into the Original Agreement.
- B. On June 27, 2019, the Parties entered into Amendment No. 1 to the Original Agreement to extend the Project Completion Date. The Original Agreement and the Amendment No. 1 are collectively referred to as the "Phase I Agreement."
- C. The Parties now desire to further amend the Phase I Agreement to extend the Phase Completion Date and revise requirements related to State Funds for Phase I during the extended period.

AGREEMENT

In consideration of the above Recitals which are incorporated in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. Any reference in the Phase 1 Agreement to the "Phase Completion Date" shall mean July 1, 2021.
- 2. Section 4(c) of the Phase 1 Agreement is deleted in its entirety and replaced with the following:  
  
"(c) 'Phase Completion Date' means July 1, 2021 (or as may be extended by the written agreement of the parties.)"
- 3. In the Project Summary section of the Phase I Agreement the line for State Funds for Phase I is deleted in its entirety and replaced with the following:  
  
"State Funds for Phase I: \$1,200,000.00"
- 4. Section 5 of the Phase I Agreement is deleted in its entirety and replaced with the following:  
  
"(a) Although the Phase Completion Date is extended to July 1, 2021, the State Funds for Phase I are available only through June 30, 2020. The availability of the State Funds for Phase I after June 30, 2020, is contingent upon the issuance of State Bonds in 2021.

- (b) Subject to all the terms, conditions, and limitations contained in this Section 5, the State of Oregon has agreed to contribute the State Funds to the Project. The State Funds are available for expenditure for Phase 1 through a biennial appropriation by the Oregon Legislative Assembly from the State's General Fund only through June 30, 2020. However, if State Bonds are issued in 2021 for the purpose of funding Phase 1 of the Project, , the State will contribute the proceeds of such bonds to Phase 1.
  - (c) OJD may authorize the use of General Funds after June 30, 2020 for Phase 1, if General Funds are appropriated and legally available to OJD for such expenditure and OJD may request the State Treasurer to sell State Bonds in 2021 for Phase 1, but OJD has no present obligations of any kind to provide any funding after June 30, 2020.
  - (d) The Oregon Legislative Assembly may authorize additional funding for the Project, but the State has no present obligation of any kind to provide additional funding, other than the State Funds.
  - (e) The parties may enter into a Funding Agreement for Phase II subject to the provisions of Section 13 below."
5. Sections 6.a.(ii) and (iii) of the Phase I Agreement are deleted in their entirety and replaced with the following:
- "(ii) Subject to the terms, conditions, and limitations in Section 5 above, the State has taken all actions required by law for the State to acquire and use the State Funds pursuant to an appropriation from the Oregon Legislative Assembly, and the State Funds are available or will be available as provided in such appropriation, to be spent on this Phase pursuant to this Agreement and the Master Agreement.
- (iii) Subject to the terms, conditions, and limitations in Section 5 above, the State will contribute the full amount of the State Funds to the Project."
6. Section 8(a) of the Phase I Agreement is deleted in its entirety and replaced with the following:
- "(a) To the extent State Funds are derived from an appropriation of the State's General Funds instead of State Bonds, the provisions in this Section 8 shall apply to those State Funds that are derived from State General Funds and the respective County Contribution."
7. Except as provided in this Amendment, all other terms and conditions of the Phase I Agreement are still in full force and effect.
8. This Amendment may be executed in two or more counterparts (by electronic signature, facsimile, or otherwise), each of which is an original and all of which when taken together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

**[SIGNATURES FOLLOW ON NEXT TWO PAGES]**

The State and the County, by execution of this Amendment, each hereby acknowledge each has read this Amendment, understands it and agrees to be bound by its terms and conditions. The Parties agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

The State of Oregon,  
acting by and through its Department of Administrative Services (DAS):

Print Name: George Naughton  
Title: CFO  
Signature: [Handwritten Signature]  
Date: June 30, 2020

The State of Oregon,  
acting by and through its Judicial Department (OJD):

Print Name: Phillip Lemman  
Title: Deputy State Court Administrator  
Signature: [Handwritten Signature]  
Date: 6/30/20

*Approved as to Legal Sufficiency for the State:*

By: email on June 25, 2020  
Cynthia Byrnes, Assistant Attorney General

*Approved as to all provisions relating to the Department of Human Services, as Colocation Agency hereunder:*

The State of Oregon,  
acting by and through its Department of Human Services (Colocation Agency):

Print Name: GLEN BASON  
Title: ADMINISTRATOR OF FACILITIES  
Signature: [Handwritten Signature]  
Date: 06/30/2020



**Approved as to all provisions relating to the Office of Public Defense Services, as Colocation Agency hereunder:**

**The State of Oregon,  
acting by and through its Office of Public Defense Services (Colocation Agency):**

Print Name: Eric Deitrick

Title: General Counsel

Signature: 

Date: 6/30/20


**Clackamas County, Oregon (County):**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Approved as to legal sufficiency for the County:**

By:   
Nathan Boderman, Assistant County Attorney



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between Clackamas Broadband  
eXchange and The Park Academy for a dark fiber connection

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with The Park Academy for a dark fiber connection to Clackamas ESD.
<b>Dollar Amount and Fiscal Impact</b>	The Park Academy will pay a nonrecurring fee of \$4,250.00 for the extension of the fiber network and pay a recurring annual fee of \$3,060.00.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by The Park Academy.
<b>Duration</b>	Effective upon signature by the board, the SLA is effective for five (5) years.
<b>Previous Board Action</b>	Board previously approved CBX to build and maintain a dark fiber network for the Colton School District.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. This item follows the Board's Key Initiatives of making high speed internet available throughout the County.</li></ol>
<b>Counsel Review</b>	Andrew Naylor, June 17, 2020
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	N/A

**BACKGROUND:**

CBX is looking for approval to provide 1 new dark fiber connection for The Park Academy in Lake Oswego. The dark fiber connection will connect The Park Academy to Clackamas ESD for essential services.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this fiber agreement with The Park Academy. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

The Park Academy  
(Customer Name)

### 1. Recitals

**WHEREAS**, Clackamas County (County) desires to provide to The Park Academy (Customer) the services set forth in this Agreement (the "Services"), 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 site on a path designated by the County.

### 3. Service Description

Services provided to Customer by County are 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. The Fiber is and shall remain property of the County.

### 4. Construction and Installation Requirements

- a. County, when installing Fiber 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 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 Fiber 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 sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have 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 in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has 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; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

**5. Term of Agreement**

Upon completion of 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 as herein provided, this Agreement shall continue through June 30, 2025.

**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 described in Appendix A, as amended from time to time.

**7. Payment**

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.

**8. Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices 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 shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal 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 the negligent acts or omissions of County. 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 negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes 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 County fails to receive expenditure authority sufficient to allow the County, 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 County 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 party 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. 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; 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. Remedies**

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

**22. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

**23. No recourse Against the County**

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.

**24. 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 electronic mail as follows:

**Notice to the County**

Manager, Clackamas Broadband Express  
Clackamas County Technology Services  
121 Library Court



Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
[cbxinfo@co.clackamas.or.us](mailto:cbxinfo@co.clackamas.or.us)  
Fax Number: (503) 655-8255

### **Notice to the Customer**

Dr. Mary Mollway  
1915 South Shore Blvd  
Lake Oswego, OR 97034  
[mmollway@parkacademy.org](mailto:mmollway@parkacademy.org)  
(503) 594-1779

Either Party, by similar written notice, may change the address to which notices shall be sent.

### **25. 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.

### **26. 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.

### **27. 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.

### **28. Survival**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

**29. 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 the Agreement did not contain the particular term or provision held to be invalid.

**30. 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**

The Park Academy  
(Customer Name)

By (signature): Dr. Mary Mallway

Name (print): Dr. Mary Mallway

Title: Asst. Head of School

Date: 06/30/2020

**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**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Park Academy 1915 South Shore Blvd. Lake Oswego, OR 97034	One Pair (two) dark fibers	\$255.00

**5. Nonrecurring Charges**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
1	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Park Academy 1915 South Shore Blvd. Lake Oswego, OR 97034	Construction	\$4,250.00

**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.*



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

July 9<sup>th</sup>, 2020

Members of the Board:

### **Approval of Intergovernmental Agreement with State of Oregon Department of Administrative Services for Albert Security Monitoring**

<b>Purpose/Outcomes</b>	Seeking approval to enter into an Intergovernmental Agreement with the State of Oregon / Department of Administrative Services for use of the Albert Security Monitoring service for Clackamas County systems.
<b>Dollar Amount and Fiscal Impact</b>	No Cost, covered by the State of Oregon.
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite as long as service is provided by Oregon State and Clackamas County is a part of the service program.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Build a strong infrastructure. 2. Build public trust through good government.
<b>Counsel Review</b>	County Counsel previously reviewed and approved this IGA on 6/23/2020
<b>Contact Person</b>	Dave Devore (503) 723-4996

#### **BACKGROUND:**

Technology Services (TS) is tasked with maintaining a secure environment for the County's technology including, but not limited to, network, servers, work stations, phones, applications, communications, data and even polices. This is a never ending battle utilizing an ever increasing array of services, monitors and systems to be both proactive and reactive in our efforts. All this while trying to maintain a balance between security and access to required services utilizing a limited pool of resources.

As the quantity and quality of security threats increases, so must the sophistication of the security protection, especially given the rise in remote access, cloud utilization and attacks on financial and election systems. To combat these threats, government agencies must increase their cooperation in consistent monitoring and reporting of threats to provide a more unified front in the prevention of cyber threats and crime. To this end, the State of Oregon, in cooperation with the Department of Administrative Services, the Secretary of State Elections Division and Multi-State Center for Internet Security have worked together to procure, organize and provide a cyber security monitoring system named Albert for use by local governments of Oregon.

Along with providing additional monitoring of potential threats or attacks of an agency network, this system also alerts other local agencies and the State of any identified threats to help other agencies be proactive in their securing of agency systems. This enhanced communication may make the difference between a successful attack and a blocked threat. While Clackamas County employs numerous methods of securing the County systems, and will continue to

expand this protection to meet new threats, any additional monitoring and communication of threats can only enhance our security status. The State in recognizing the need for such a service is providing this service free of charge to the local agencies in return for access to the information provided by Albert in identifying threats to help prevent the spread of any attack.

TS has evaluated the Albert Security Proposal from the State of Oregon and feel this will be a useful additional to both Clackamas County as well as other local agencies security portfolios. TS would like to add Albert to the County's security arsenal as well as increase our inter-cooperation with the State of Oregon, Center for Internet Security and other local agencies security teams. This is one area of technology support where any help is needed and welcome.

**PROCUREMENT PROCESS:**

Clackamas County is not responsible for any of the procurement process, this is managed by the State of Oregon.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the Intergovernmental Agreement with the State of Oregon / Department of Administrative Services for the use of the Albert Security Monitoring and reporting service.

Respectfully Submitted,



Dave Cummings,  
Chief Information Officer, Director

Purchase Approved by Chair \_\_\_\_\_ Date \_\_\_\_\_

## INTERGOVERNMENTAL AGREEMENT

DAS PS Agreement No. DASPS-3450-20

Local Government Agreement No ##

This Agreement is between the State of Oregon (State) acting by and through its Department of Administrative Services, Procurement Services (DAS PS), on behalf of the Office of the State Chief Information Officer acting as Enterprise Information Services (EIS), Cyber Security Services (CSS), and Clackamas County, each a "Party" and, together, the "Parties".

### RECITALS

1. CSS, in coordination with the Oregon Secretary of State Elections Division, has contracted with the Center for Internet Security, Inc. (CIS) to provide CIS' Albert Monitoring Services for county-level elections services.
2. Local Government wishes to receive the Albert Monitoring Services.
3. CSS and the Oregon Secretary of State Elections Division wish to receive data and analysis on information security for Oregon's election systems, and Local Government agrees to share this information with the State.

### AGREEMENT

In consideration of the foregoing Recitals, the Parties agree as follows:

#### SECTION 1: DEFINITIONS

Unless otherwise defined in this Agreement, all capitalized terms have the following meanings.

**"Agreement"** means this Intergovernmental Agreement, including all terms and conditions herein and all Exhibits attached hereto.

**"Authorized Representative"** means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the Party regarding this Agreement.

**"Business Days"** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

**"Calendar Days"** mean contiguous days.

**"Confidential Information"** is Local Government's confidential information described in Section 7.2.

**"Services"** means the Albert Monitoring Services delivered by CIS.

#### SECTION 2: AUTHORITY

This Agreement is an intergovernmental agreement subject to Chapter 190 of the Oregon Revised Statutes. The Agreement is a cooperative agreement under ORS 190.110 under which the Parties are exercising authority over state systems and election security. The Agreement does not constitute an authorization by Local Government for a party to perform one or more inherent governmental responsibilities for Local

Government.

### **SECTION 3: PURPOSE**

The purpose of this Agreement is to facilitate Local Government's receipt of Albert Monitoring Services as further described in Exhibit A, which is hereby incorporated by this reference. CSS wishes to facilitate Local Government's receipt of Albert Monitoring Services, including necessary hardware. In exchange, CSS will receive information from CIS (the third party provider of Albert Monitoring Services) resulting from the Services, as further described in this Agreement.

### **SECTION 4: EFFECTIVE DATE AND DURATION**

- 4.1 This Agreement is effective on May 15, 2020, or the date of the last signature, whichever occurs first (Effective Date), and will be terminated in accordance with the Termination provision in Section 16 of this Agreement.
- 4.2 The initial term of the Albert Monitoring Services will begin on the date the pre-Service requirements as set forth in Exhibit A are met and the Services are made available (Service Start Date), and will run for a 12-month period following the Service Start Date unless terminated earlier in accordance with this Agreement. Subject to the State and CIS continuing their contract, the Parties may agree to subsequent 12-month renewal terms for the Services.

### **SECTION 5: AUTHORIZED REPRESENTATIVES**

- 5.1 The following individuals are authorized to make commitments and decisions on behalf of their respective Parties regarding this Agreement

- 5.1.1 CSS's Authorized Representative is:

Mark E. Johnston  
Director of Cyber Security  
mark.e.johnston@oregon.gov  
503-947-0488

- 5.1.2 Local Government's Authorized Representative is:

Dave Cummings  
CIO Clackamas County Technology Services  
[davidcu@clackamas.us](mailto:davidcu@clackamas.us)  
503-655-8525

- 5.2 A Party may designate a new Authorized Representative by written notice to the other Party.

### **SECTION 6: RESPONSIBILITIES OF EACH PARTY**

- 6.1 To receive Albert Monitoring Services, Local Government will perform the activities outlined in Exhibit A. Approximately 90 Calendar Days' prior to the end of a 12-month Services period, the Parties will confer and agree to continue or discontinue the Services for Local Government.
- 6.2 CSS will pay CIS for the Albert Monitoring Services to be received by Local Government in accordance with CSS' agreement with CIS, State of Oregon contract number 0540.
  - 6.2.1 While CSS anticipates Local Government receiving continuous Services throughout the 12-month

period commencing with the Service Start Date, and Services continuing through any Services renewal period, CSS cannot guarantee and is not liable to Local Government for any gaps in the term of Services.

## **SECTION 7: INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIAL INFORMATION**

- 7.1 No Intellectual Property Rights in the Services.** This Agreement conveys no intellectual property rights in the Services. CIS retains all rights in the software, hardware, and services comprising the Albert Monitoring Services.
- 7.2 Local Government Confidential Information.** Local Government may provide information that is confidential to Local Government to CSS, the Oregon Secretary of State, or to CIS as part of establishing and receiving the Services, and such confidential information may be generated and collected by CIS in the performance of the Services (Confidential Information). Local Government consents to the generation, collection, use, and distribution of information on information security, including Confidential Information, as described in this Agreement.
- 7.2.1** Confidential Information includes without limitation: information regarding the infrastructure and security of Local Government's information systems, such as internal IP addresses; assessments and plans that relate specifically and uniquely to the vulnerability of Local Government's information systems; the results of tests of the security of Local Government's information systems insofar as those results may reveal specific vulnerabilities; event, incident, or breach information not publicly disclosed by Local Government's; or information otherwise marked as confidential by Local Government.
- 7.2.2** Local Government shall make reasonable efforts, consistent with applicable law, to limit the scope and nature of Confidential Information it discloses to CIS.
- 7.2.3** Confidential Information does not include: information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by the State; information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality; information that was known to the State prior to the Effective Date of this Agreement without obligation of confidentiality; Information that is independently developed by the State or a third party and without use of, or reference to, any Confidential Information; and information required to be disclosed by compulsory judicial or administrative process or by law or regulation.
- 7.3 CIS Rights and Obligations as to Local Government's Confidential Information.**
- 7.3.1** CSS' agreement with CIS requires CIS to hold Local Government's Confidential Information in confidence in accordance with the highest standard of care applicable but no less than to the same extent and the same manner as CIS protects its own confidential information of the same classification, and in no event less than reasonable care. CIS is obligated under its agreement with CSS to use reasonable steps to ensure that Local Government's Confidential Information that CIS receives as part of providing the Services is not disclosed in violation of CIS' obligations.
- 7.3.2** CSS' agreement with CIS requires CIS to not disclose Local Government's Confidential Information, and not disclose any information about CSS or Local Government in any identifiable form without the

express written permission of the owner or subject of the information except as required pursuant to lawfully authorized subpoena, or similar compulsive directive, or as required to be disclosed by law.

**7.3.3** By receiving the Services, Local Government consents to CIS disclosing relevant aspects of Local Government's Confidential Information to its officers, employees, and federal partners for the purposes of security analysis and intelligence on third party threat actors, provided each agrees to protect Local Government's Confidential Information to the same extent as required under CIS' agreement with the State of Oregon (described in this Section 7.3).

**7.3.4** CIS may use de-identified aggregated data of its service recipients, including Local Government, in any format for any purpose, provided that such data cannot be identified to or associated with Local Government.

**7.4 Local Government's Consent and Authorization for CSS and State of Oregon.** In exchange for receipt of the Services, Local Government authorizes CIS to distribute information CIS generates and collects as part of the Services, and CIS' analysis of the information, to CSS. This include Local Government's Confidential Information. Except as otherwise provided for in the Agreement, CSS will hold such information in confidence according to standards and practices comparable to those set forth in Section 7.3.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

**8.1** Local Government represents and warrants to CSS that:

**8.1.1** Local Government is a county within the State of Oregon, duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

**8.1.2** The making and performance by Local Government of this Agreement (a) is duly authorized by all necessary action of Local Government, (b) does 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 Local Government's charter or other organizational document and (c) does 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 Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;

**8.1.3** This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;

**8.2** CSS represents and warrants to Local Government that:

**8.2.1** CSS has the power and authority to enter into and perform this Agreement;

**8.2.2** The making and performance by CSS of this Agreement (a) have been duly authorized by all necessary action of CSS, (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 CSS is party or by which CSS may be bound or affected. No

authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by CSS of this Agreement, other than those that have already been obtained; and

**8.2.3** This Agreement has been duly executed and delivered by CSS and constitutes a legal, valid and binding obligation of CSS enforceable in accordance with its terms.

**8.3 DISCLAIMER OF WARRANTIES.** CSS IS FUNDING RECEIPT BY LOCAL GOVERNMENT OF THIRD PARTY SERVICES. THE STATE OF OREGON ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY ACT OR OMISSION OR OTHER PERFORMANCE RELATED TO THE PROVISION OF ALBERT MONITORING SERVICES OR FOR THE ACCURACY OF THE INFORMATION PROVIDED AS PART OF THE SERVICES. AS BETWEEN THE STATE AND LOCAL GOVERNMENT, THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

**8.4** The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

#### **SECTION 9: 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 to other processes to resolve disputes arising under the Agreement, either Party may notify the other that it wishes to engage in a more guided dispute resolution process. Upon such notification, the Parties shall engage in non-binding arbitration to resolve the dispute. If the Parties do not reach agreement as a result of the non-binding discussion, the Parties may agree to consider further appropriate dispute resolution processes, including binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

#### **SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement is governed by and to be 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 must be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. 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.

#### **SECTION 11: CONTRIBUTION**

**11.1** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. 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 the Other Party of the notice and copies required in this section and a 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 contribution obligation under this Section 11 with respect to the Third Party Claim.

- 11.2** With respect to a Third Party Claim for which the State is jointly liable with Local Government (or would be if joined in the Third Party Claim ), CSS 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 Local Government in such proportion as is appropriate to reflect the relative fault of CSS on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CSS on the one hand and of Local Government on the other hand will 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. CSS'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.
- 11.3** With respect to a Third Party Claim for which Local Government is jointly liable with CSS (or would be if joined in the Third Party Claim), Local Government 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 CSS in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of CSS on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of CSS 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. Local Government'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.

## **SECTION 12: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or material obligations under this Agreement.

## **SECTION 13: CSS DEFAULT**

CSS will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or material obligations under this Agreement.

## **SECTION 14: REMEDIES**

In the event a Party has materially failed to perform under the Agreement, the Party that is then not in default shall be entitled to seek all rights and remedies available to it under the Agreement or by law. Provided, however, all remedies, whether by under the Agreement or at law or equity, shall be subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution. No remedy provided for is exclusive of any other available remedy. All remedies are cumulative and in addition to every other remedy available under the Agreement, at law, in equity, or by statute.

## **SECTION 15: LIMITATION OF LIABILITY**

NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS OR TERMINATION OF THE AGREEMENT BETWEEN THE STATE AND CIS.

**15.1 Disclaimer of Liability; No Rights in State Contract; Basis of the Bargain. This Agreement does not create a contractual relationship between Local Government and CIS, and Local Government is not a third party beneficiary of the State's agreement with CIS. The State of Oregon is not responsible to Local Government for any acts or omissions of CIS, CIS' employees, officers, agents or third parties receiving information from CIS, which may be the basis of any claim between CIS and Local Government under contract, at law, or in equity, including without limitation claims for personal injury, including death, or damage to real property, tangible or intangible personal property, or claims arising from use or disclosure of Local Government's information (including Confidential Information). This provision is a fundamental element of the basis of the agreement between the State and Local Government. The disclaimer of warranties, limitations of liability, and the limitations of this Section 15.1 are factored into CSS' offer to facilitate Local Government's receipt of the Services.**

#### **SECTION 16: TERMINATION**

- 16.1** The Parties may terminate this Agreement upon written agreement, or on a date set in advance in the written agreement.
- 16.2** CSS may terminate this Agreement as follows:
- 16.2.1** Upon at least 30 Calendar Days' advance written notice to Local Government;
  - 16.2.2** Immediately upon written notice to Local Government, or on a date set in advance in the notice, if CSS fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in CSS's reasonable administrative discretion, to cover the cost of Services;
  - 16.2.3** Immediately upon written notice to Local Government, or on a date set in advance in the notice, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that CSS's payment for the Services is prohibited or CSS is prohibited from paying for such performance from the planned funding source; or
  - 16.2.4** Immediately upon written notice to Local Government, or on a date set in advance in the notice, if Local Government is in default under this Agreement and such default remains uncured 15 Calendar Days after written notice thereof to Local Government.
- 16.3** Local Government may terminate this Agreement as follows:
- 16.3.1** Upon at least 60 Calendar Days' advance written notice to CSS;
  - 16.3.2** Immediately upon written notice to CSS, or on a date set in advance in the notice, if Local

Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.3.3** Immediately upon written notice to CSS, or on a date set in advance in the notice, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source; or

**16.3.4** Immediately upon written notice to CSS, or on a date set in advance in the notice, if CSS is in default under this Agreement and such default remains uncured 15 Calendar Days after written notice thereof to CSS.

**16.4 Return or Destruction of Hardware.** Upon termination of this Agreement, Local Government will return hardware owned by CIS to CIS, or otherwise sanitize and dispose of the hardware as consented to in writing by CIS.

**16.5 Right to Direct Contract.** If the State terminates its contract with CIS and Local Government wishes to continue to receive Services, Local Government may enter into its own agreement with CIS.

#### **SECTION 17: NONAPPROPRIATION**

CSS's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon CSS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow CSS, in the exercise of its reasonable administrative discretion, to meet its obligations, including under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of CSS.

#### **SECTION 18: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement signed by both of the Parties. To avoid ambiguity, the Parties may change their Authorized Representative(s) without amending the Agreement by providing the other Party with written notice of such change.

#### **SECTION 19: NOTICE**

Except as otherwise expressly provided in this Agreement, including any notices pursuant to Sections 11 and 16, all notices to be given relating to this Agreement must be given in writing by facsimile, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this section. Any notice so addressed and mailed becomes effective five (5) Calendar Days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

#### **SECTION 20: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations that by their express terms survive termination of this Agreement, including Sections 11 through 15; provided, however, that termination of this Agreement will not prejudice

any rights or obligations accrued to the Parties under this Agreement prior to termination.

#### **SECTION 21: 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

#### **SECTION 22: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

#### **SECTION 23: COMPLIANCE WITH LAW**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations.

#### **SECTION 24: INDEPENDENT CONTRACTORS**

The relationship of the Parties is that of independent contracting parties and Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

#### **SECTION 25: INTENDED BENEFICIARIES**

CSS and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

#### **SECTION 26: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each Party may terminate this Agreement upon written notice to the other party after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

#### **SECTION 27: ASSIGNMENT AND SUCCESSORS IN INTEREST**

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of CSS, and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. CSS's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

#### **SECTION 28: TIME IS OF THE ESSENCE**

Time is of the essence in each party's performance of its obligations under this Agreement.

## **SECTION 29: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute 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. No waiver or consent under this Agreement will bind a Party unless signed by an authorized person representing the consenting or waiving Party. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **SECTION 30: RECORDS MAINTENANCE AND ACCESS**

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that CSS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Local Government 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 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. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 31: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 32: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Statement of Services), Exhibit B).

## **SECTION 33: ORDER OF PRECEDENCE**

No term stated on any schedule, exhibit, attachment, or other document incorporated into the Agreement will take precedence over a conflicting term in the Agreement unless the term references the conflicting term in the Agreement and clearly recites the parties' intent that it take precedence.

## **SECTION 34: SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**STATE OF OREGON acting by and through its Department of Administrative Services, Procurement Services**

\_\_\_\_\_  
Ginny Beckwith, Procurement Services Manager

\_\_\_\_\_  
Date

**STATE OF OREGON acting by and through its Department of Administrative Services, Office of the State Chief Information Officer, Enterprise Information Services, Cyber Security Services**

\_\_\_\_\_  
Mark E. Johnston / Director of Cyber Security

\_\_\_\_\_  
Date

**Local Government**



\_\_\_\_\_  
DAVE Cummings CIO

\_\_\_\_\_  
6-24-2020

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency in accordance with ORS 291.047**

***[Approved via email on May 28, 2020]***

Ellen Flint Senior Assistant Attorney General  
Oregon Department of Justice (Matter GF0192-20)

## EXHIBIT A

### SERVICES DESCRIPTION

This Exhibit A sets forth the respective responsibilities of and activities of CIS, CSS, and Local Government in establishing and maintaining Albert Monitoring Services.

#### 1. Services Definitions

**Albert Monitoring Services.** Combined Netflow and intrusion detection system monitoring, with analysis of related data; event notification and delivery; and management of associated devices, including hardware and software necessary for service delivery. Also referred to as “Services”.

**Security Operation Center (SOC)** – 24 X 7 X 365 watch and warning center that provides network monitoring, dissemination of cyber threat warnings and vulnerability identification and mitigation recommendations.

#### 2. CIS Responsibilities

CIS will provide the following as part of the Albert Monitoring Services in accordance with its agreement with CSS.

**2.1. Monitoring and Event Related Services.** CIS will provide the following monitoring and event related services to Local Government as a participating county, and will provide shareable information to the State.

**2.1.1.** Specifications for the sensor(s)/server(s) to be delivered by CIS to Local Government for provision of the Albert Monitoring Services. Only security devices supported by CIS fall within the scope of the Services.

**2.1.2.** Analysis of events from monitored devices for attacks and malicious traffic.

**2.1.3.** Analysis of security events.

**2.1.4.** Correlation of security data/logs/events with information from other sources.

**2.1.5.** Notification of security events per the Escalation Procedures provided by Customer and Counties.

**2.1.6.** 24/7 telephone (1-866-787-4722) availability for assistance with resolution of security events detected by the Albert Monitoring Services.

**2.2. Device Management.** CIS is responsible for the correct functioning of devices used as part of Albert Monitoring Services, including ensuring that all upgrades, patches, configuration changes and signature upgrades are applied to such devices. CIS shall provide the sensor(s)/server(s) to be used for Albert Monitoring Services, in type and numbers as agreed to by CIS and the State.

**2.3. Batch Queries.** CIS will process batch queries of Netflow data upon State request, with a limit of 10 queries per month per device, and provide the results to the requesting entity. CIS maintains flow records for a period of six (6) months.

### 3. State and Local Government Activities

- 3.1.** CIS's ability to perform the Albert Monitoring Services is subject to CSS and Local Government, as a participating county receiving Services, completing certain activities. CIS' obligation to perform or to continue to perform Albert Monitoring Services diminishes to the degree Local Government does not complete required activities.
- 3.2.** Local Government shall provide logistic support in the form of rack space, electricity, Internet connectivity, and any other infrastructure necessary to support communications at its expense.
- 3.3.** Local Government shall provide the following to CIS prior to the commencement of Albert Monitoring Services and updates during the Services term if the information changes:
  - 3.3.1.** Current network diagrams to facilitate analysis of security events on the portion(s) of county's network being monitored. Network diagrams will need to be revised whenever there is a substantial network change;
  - 3.3.2.** In-band access via a secure Internet channel to manage the device(s);
  - 3.3.3.** Outbound access via a secure Internet channel for log transmission;
  - 3.3.4.** Reasonable assistance to CIS, including, but not limited to, providing all technical information related to the Albert Monitoring Service reasonably requested by CIS, to enable CIS to perform the Albert Monitoring Service for the benefit of the county and CSS;
  - 3.3.5.** Public and Private IP address ranges including a list of servers being monitored including the type, operating system and configuration information, as well as a list of IP ranges and addresses that are not in use by the county (DarkNet space);
  - 3.3.6.** Completed Pre-Installation Questionnaires (PIQ) in the form provided by CIS. The PIQ will need to be revised whenever there is a change that would affect CIS's ability to provide the Cyber Device Monitoring Services;
  - 3.3.7.** A completed Escalation Procedure Form including the name, e-mail address, and 24/7 contact information for all designated Points of Contact (POC); and
  - 3.3.8.** The name, email address, and landline, mobile, and pager numbers for all shipping, installation, and security points of contact.
- 3.4.** Local Government shall provide the following with respect to any Device Monitoring Services:
  - 3.4.1.** Written notification to CIS SOC (SOC@cisecurity.org) of changes in hardware or network configuration affecting CIS's ability to provide Albert Monitoring Services, in advance (30 calendar days unless not feasible);
  - 3.4.2.** Written notification to CIS SOC (SOC@cisecurity.org) in advance of any scheduled downtime or other network and system administration scheduled tasks that would affect CIS's ability to provide Albert Monitoring Service (12 hours



minimum advance unless not feasible);

**3.4.3.** A revised Escalation Procedure Form when there is a change in status for any POC.

**3.4.4.** Subject to county's security restrictions, current maintenance and technical support contacts and information applicable and shareable for County's hardware vendors for any device affected by Albert Monitoring Services.

**3.4.5.** Active involvement with CIS SOC to resolve any tickets requiring county input or action; and

**3.4.6.** Reasonable assistance in remotely installing and troubleshooting devices including hardware and communications.



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

June 25, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Service Level Agreement between Clackamas County  
Technology Services and Clackamas 800 Radio Group for a dark fiber connection

<b>Purpose/Outcomes</b>	Technology Services (TS) is looking for approval of a Service Level Agreement (SLA) with the Clackamas 800 Radio Group (C800) for a dark fiber connection between the CCOM Building and County Jail.
<b>Dollar Amount and Fiscal Impact</b>	C800 will pay a nonrecurring fee of \$180.00 for the certification of the fiber pair and pay a recurring annual fee of \$444.00.
<b>Funding Source</b>	The funding source for the certification of the fiber will be contributed from the TS Telecom budget and then reimbursed by C800.
<b>Duration</b>	Effective upon signature by the board, the SLA is effective for five (5) years.
<b>Previous Board Action</b>	Board has previously approved TS to provide dark fiber for various agencies.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. Ensure safe, healthy and secure communities.</li></ol>
<b>Counsel Review</b>	Andrew Naylor, May 27, 2020
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	N/A

**BACKGROUND:**

TS is looking for approval to provide 1 dark fiber pair connection for the Clackamas 800 Radio Group between the CCOM Building and County Jail. C800 will use the fiber pair to connect their 800 MHz radio equipment to the Jail and enhance the radio signal within the Jail.

**RECOMMENDATION:**

Staff respectfully recommends approval to enter into this fiber agreement with the Clackamas 800 Radio Group. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,



Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

Clackamas 800 Radio Group "C-800"

(Customer Name)

### 1. Recitals

**WHEREAS**, Clackamas 800 Radio Group "C-800" (Customer) desires to use the services of Clackamas County (County) set forth in this Agreement (the "Services"), between the specified County sites listed in Appendix A, and at the price contained in Appendix A; 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 dark fiber between County sites as described in Appendix A.

### 3. Service Description

Services provided to Customer by County are physical connectivity of one pair of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. The Fiber is and shall remain property of the County. Conduit, raceway, innerduct and any other physical infrastructure is and shall remain property of the County.

### 4. Construction and Installation Requirements

- a. No construction is necessary for the requirements of this Agreement between the County and Customer.
- b. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.

**5. Term of Agreement**

Upon certification of the necessary facilities and equipment to provide service herein, County shall test and certify appropriate Fiber performance at each Customer location and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request. County shall 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 as herein provided, this agreement shall continue through June 30, 2025.

**6. Rates**

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both the nonrecurring and annual recurring charges for Services described in Appendix A, as amended from time to time.

**7. Payment**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof for both nonrecurring and annual recurring charges, to Customer at the beginning of the service period. The charges 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 commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails, the County shall endeavor to restore the Fiber 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 shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this

Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 *et. seq.*, and any other applicable state or federal 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 pair of 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**

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, “Costs” includes 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 County fails to receive expenditure authority sufficient to allow the County, 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 County 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 party 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. 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; 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. Remedies**

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

## **22. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

## **23. 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.

## **24. 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 electronic mail as follows:

**Notice to the County**

Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
[ronaldsan@clackamas.us](mailto:ronaldsan@clackamas.us)  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
[davidcu@co.clackamas.or.us](mailto:davidcu@co.clackamas.or.us)  
Fax Number: (503) 655-8255

**Notice to the Customer**

John Hartsock, Manager  
Clackamas 800 Radio Group  
11300 Se Fuller Rd  
Milwaukie, OR 97222  
(503) 780-4806

Either Party, by similar written notice, may change the address to which notices shall be sent.

**25. 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.

**26. 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.

**27. 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.

**28. Survival**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, and 28, and all other rights and obligations which by their context are intended to survive.

**29. 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 the Agreement did not contain the particular term or provision held to be invalid.

**30. 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**

Clackamas 800 Radio Group  
(Customer Name)

By (signature):  \_\_\_\_\_

Name (print): John Hartsock

Title: Manager

Date: June 22, 2020

## 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**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	Clackamas County Communications Building (CCOM) 2200 Kaen Rd Oregon City, OR 97045	Clackamas County Jail (Main Electronics room) 2206 Kaen Rd Oregon City, OR 97045	One Pair (two) dark fibers	\$37.00

**5. Nonrecurring Charges**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
1	Clackamas County Communications Building (CCOM) 2200 Kaen Rd Oregon City, OR 97045	Clackamas County Jail (Main Electronics room) 2206 Kaen Rd Oregon City, OR 97045	Fiber testing	\$180.00

**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) 655-8346 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel.
- 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.
- 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.
  - 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.***



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
**1024 MAIN STREET • OREGON CITY • OREGON • 97045**  
**TELEPHONE 503-655-8603 • • • FAX 503-650-8942**

July 9, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement No. 5834, Amendment No. 1 between the  
State of Oregon, Department of Corrections and Clackamas County

<b>Purpose/Outcome</b>	To reflect the decrease in Inmate Welfare Funds (IWF) for fiscal year 2020-2021
<b>Dollar Amount and Fiscal Impact</b>	Reduction of \$22,067
<b>Funding Source</b>	State of Oregon Department of Corrections, Inmate Welfare Fund
<b>Duration</b>	July 1, 2021-June 30, 2022
<b>Previous Board Action/Review</b>	IGA 5834 approved October 10, 2019
<b>Strategic Plan Alignment</b>	Provide supervision, resources, intervention, and treatment services. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	June 23, 2020
<b>Contact Person</b>	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

**BACKGROUND:** Inmate Welfare Fund (IWF) is a family of funds that are governed by ORS 421.068. Department of Corrections (DOC) has traditionally received a commission from correctional communication system as the primary revenue source for this fund. DOC is eliminating the commission structure as a part of transitioning to a new correctional communication system. This transition is taking place July 1, 2020 and as a result, will no longer be distributing funds to Community Corrections. Community Corrections was to receive \$44,133 over the 2019-2021 biennium to provide funding for sex offender transitional housing. This will eliminate the second year funding of the biennium.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve Intergovernmental Agreement No. 5834, Amendment No. 1 eliminating IWF revenue for FY2021 of the 2019-2021 biennium.

Respectfully submitted,

Captain Malcom McDonald  
Director, Community Corrections



**AMENDMENT No.1 to  
INTERGOVERNMENTAL AGREEMENT #5834**

1. This is Amendment No. 1 to Agreement No. 5834 (as amended from time to time the "Agreement") dated July 1, 2019, between the State of Oregon acting by and through its Department of Corrections, hereafter called ODOC, and Clackamas County, hereafter called COUNTY. Each party, without distinction, shall be referred to individually as "Party" or collectively as "Parties."

***"New language is indicated in bold and underlined and deleted language is indicated by [brackets]"***

- 2. The Agreement is hereby amended to correct Exhibit A of this Agreement.
- 2.1 Exhibit A is deleted in its entirety and replaced with the attached Exhibit A.

3. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON  
DEPT. OF CORRECTIONS

CLACKAMAS COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Jeremiah Stromberg, Asst. Director

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DEPARTMENT OF JUSTICE  
As to Legal Sufficiency:

/s/: N/A



NANCY S. BUSH  
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT  
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER  
2200 KAEN ROAD OREGON CITY, OR 97045

July 9, 2020

Board of County Commissioners  
Clackamas County

County Administrator Schmidt:

Approval to Apply for FY2020 Emergency Management Performance Grant  
between Clackamas County and the State of Oregon

<b>Purpose/Outcomes</b>	The FY2020 Emergency Management Performance Grant (EMPG) will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs.
<b>Dollar Amount and Fiscal Impact</b>	The grant agreement total value anticipated is around \$137,000, which is \$30,000 less than the FY19 initial award. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries and benefits of six employees. However, there may be reallocation late in the FY which could bring the total grant dollar over \$150,000.
<b>Funding Source</b>	FY 2020 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management (OEM)
<b>Duration</b>	Estimated to be effective July 1, 2020 and terminate on June 30, 2021
<b>Previous Board Action</b>	The Board approved the application for the FY19 EMPG on May 16, 2019. The FY19 EMPG agreement was approved by the Board on December 12, 2019, agenda item E.1.
<b>Strategic Plan Alignment</b>	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
<b>Counsel Review</b>	Not applicable until agreement is provided by OEM
<b>Contact Person</b>	Nancy Bush, Director – Disaster Management Department, 503-655-8665
<b>Contract No.</b>	Unknown

**BACKGROUND:**

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

**RECOMMENDATION:**

Staff respectfully recommends BCC approval of the Disaster Management FY2019 EMPG application.

Respectfully submitted,

Nancy Bush, Director

# 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: Disaster Management Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

Name of Funding Opportunity: FY2020 Emergency Management Performance Grant

Funding Source:  Federal  State  Local: \_\_\_\_\_

Requestor Information (Name of staff person initiating form): Nancy Bush

Requestor Contact Information: 503-655-8665; nbush@clackamas.us

Department Fiscal Representative: Michael Morasko

Program Name or Number (please specify): FY20 EMPG

Brief Description of Project:

The FY20 Emergency Management Performance Grant will reimbursement Clackamas County for up to 50% of staff salaries and benefits. Disaster Management will include the entire departmental salary and benefit amount in the grant application; however, grant award is anticipated to be approximately \$137,000 which is approximately \$30,000 less than the FY19 award.

Name of Funding (Granting) Agency: Federal Emergency Management Agency via Oregon Emergency Management

Agency's Web Address for Grant Guidelines and Contact Information:

OR

Application Packet Attached:  Yes  No

Completed By: Nancy Bush Date: 6/28/2020

## \*\* 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: 97.042

Announcement Date: 5/18/2020

Announcement Opportunity: FY20 Invitation to Apply

Grant Category/Title: FY20 Emergency Mgt. Performance Grant Max Award Value: Approximatley \$137,000

Allows Indirect/Rate: N/A Match Requirement: 50%

Application Deadline: 7/8/2020 Other Deadlines: \_\_\_\_\_

Grant Start Date: Estimated 7/1/20 Other Deadline Description: \_\_\_\_\_

Grant End Date: Estimated 6/30/21

Completed By: Nancy Bush

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?

The grant reimburses salary and benefit costs for Disaster Management personnel.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

Provides funding for personnel, resulting in support for Disaster Management programmatic activities.

3. What, if any, are the community partners who might be better suited to perform this work?

None

4. What are the objectives of this grant? How will we meet these objectives?

The grant requires that each county has a dedicated emergency manager, is National Incident Management System (NIMS) compliant, has an Emergency Operations Plan (EOP) consistent with Comprehensive Preparedness Guidance 101, has a current and FEMA approved Natural Hazard Mitigation Plan, has an identified and functional Emergency Operations Center (EOC) and has an established incident command structure. Disaster Management personnel are tasked with ensuring these objectives and requirements are met.

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 funds existing personnel costs for the Disaster Management Department.

**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 Disaster Management Department has six staff who are qualified to carry out the work required by the EMPG grant.

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

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

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

**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?

The grant requires quarterly performance reports and requests for reimbursement.

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?

The Disaster Management evaluates grant performance on a quarterly basis in conjunction with the required performance reports. Performance data is gathered from department personnel and input into the required report template.

3. What are the fiscal reporting requirements for this grant?

This grant requires quarterly reimbursement requests from the county to the state. Disaster Management's fiscal contact inside the Finance Department prepares these reports and all required supporting documentation.

**Fiscal**

1. Will we realize more benefit than this grant will cost to administer?

Yes. This grant provides funding for personnel and the award amount is sufficient enough that it brings greater benefit than the cost to administer the grant.

2. What other revenue sources are required? Have they already been secured?

This grant is a 50% match reimbursement grant, so county general funds are required to be spent for personnel. The grant reimburses up to 50% of the costs for personnel salary and benefits; however, the grant award amount is anticipated to be approximately \$137,000, a small portion of the total departmental salary and benefit costs.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

Yes, this grant is a 50% match reimbursement grant. The county match portion is met with the departmental salary and benefit costs covered by the general fund.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

This grant has historically been received each year; however, the future stability of the grant is unknown and future funding cannot be expected. The program will be sustained with general fund dollars.

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?

This grant allows indirect costs; however, the Disaster Management Department is not applying to use any indirect costs.

Program Approval:

Nancy Bush

6/28/2020



Name (Typed/Printed)

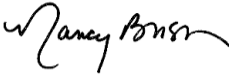
Date

Signature

**\*\* NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR\*\***

**Section IV: Approvals**

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Nancy Bush	6/28/2020	
Name (Typed/Printed)	Date	Signature

**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 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.**