

AGENDA

Thursday, June 13, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-57

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Proclaiming June 17th – 23rd as Pollinator Week in Clackamas County (Commissioner Martha Schrader)

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

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

1. First Reading of an Ordinance Amending Chapter 10.03, Solid Waste and Wastes Management, of the Clackamas County Code Adopting A Food Waste Collection Requirement for Certain Businesses (Eben Polk, Sustainability)
2. Second Reading of Ordinance No. 02-2019 Amending the Clackamas Industrial Area Development Plan (Nate Boderman, County Counsel, Dave Queener, Development Agency)
1st Reading was 5-9-19

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

A. Health, Housing & Human Services

1. Approval of a Subrecipient Agreement with Foothills Community Church/Molalla Adult Community Center to Provide Social Services for Clackamas County Residents – *Social Services*
2. Approval of an Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*

3. Approval of a Subrecipient Agreement with Hoodland Senior Center to Provide Social Services for Clackamas County Residents – *Social Services*
4. Approval of an Amendment No. 2 to a Cooperation Agreement between the Housing and Community Development Division and the Friends of the Estacada Community Center for the Re-roof Project in Estacada – *Community Development*

B. Department of Transportation & Development

1. Approval to Apply for a 2022-2024 Regional Flexible Funds Allocation (RFFA) Grant.
2. Approval to Apply for a 2022-2024 Regional Flexible Funds Allocation (RFFA) Grant for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Phase 2B Project.
3. Approval of a Contract with North Santiam Paving Company for the Beaver Creek Paving Package - *Procurement*

C. Elected Officials

1. Approval of Previous Business meeting minutes – *BCC*
2. Approval of a Cooperative Agreement between the District Attorney's Office and the State of Oregon, Department of Justice for Child Support Services – *District Attorney*

D. Business & Community Services

1. Approval of a Property Use Agreement between Clackamas County and Sandy River Basin Watershed Council

E. Public & Government Affairs

1. Approval of Personal Services Contract with Summit Strategies Government Affairs, LLC to provide Federal Representation Services - *Procurement*

F. Technology Services

1. Approval of a Non-Disclosure Agreement with Verizon Business Network Services, Inc. for Shared Network Information

V. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of Resolution No _____ for North Clackamas Parks and Recreation District Supplemental Budget and Transfer of Appropriations for FY 2018-19

VI. COUNTY ADMINISTRATOR UPDATE

VII. 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>

Proclaiming June 17 - 23 to be Pollinator Week in Clackamas County

WHEREAS, Pollinator species such as birds and insects are essential partners of farmers and ranchers in producing much of our food supply; and

WHEREAS, Pollination plays a vital role in the health of our national forests and grasslands, which provide forage, fish and wildlife, timber, water, mineral resources, and recreational opportunities as well as enhanced economic development opportunities for communities; and

WHEREAS, Pollinator species provide significant environmental and economic benefits that are necessary for maintaining healthy, biodiverse ecosystems; and

WHEREAS, For decades, Clackamas County has managed wildlife habitats and public lands, such as forests and parks; and

WHEREAS, Clackamas County supports and collaborates with organizations such as the OSU Extension Service and its Master Gardener program, and the Audubon Society's Backyard Habitat Certification Program, to provide conservation assistance and promote wise conservation and stewardship, including the protection and maintenance of pollinators and their habitats on forests and park lands; and

WHEREAS, Clackamas County and its residents and landowners can make management choices that support pollinators; and

WHEREAS, Clackamas County has a strategic priority to honor, utilize, promote and invest in our natural resources, and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that the Clackamas County Board of Commissioners declares June 17 – 23, 2019 as Pollinator Week in Clackamas County. We encourage all citizens to join us in this observance.

Dated this 13th day of June, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Jim Bernard
Chair

Sonya Fischer
Commissioner

Ken Humberston
Commissioner

Paul Savas
Commissioner

Martha Schrader
Commissioner



DAN JOHNSON
DIRECTOR

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

June 13, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

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

Purpose/Outcome	Provide for revisions of Code Chapter 10.03 to include a Food Waste Collection Requirement for certain groups of businesses.
Dollar Amount and Fiscal Impact	N/A
Funding Source	Metro is committing additional funding for staff time for technical assistance to covered businesses, free containers and resources for businesses, and to reimburse collectors for additional cost of transfer to Metro Central, for those collectors where a nearby option is not available. The County's franchise fees will supplement if enforcement costs are incurred.
Duration	Upon execution; permanent
Previous Board Action/Review	04/09/2019: BCC consent to draft ordinance 12/07/2017: Comment Letter to Metro 11/21/2017: BCC policy session 07/11/2017: BCC policy session and presentation from Metro staff
Counsel Review	Reviewed by County Counsel on May 2, 2019
Strategic Plan Alignment	Honor, promote, utilize and invest in natural resources
Contact Person	Eben Polk, Supervisor; 503-742-4470

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

Key points discussed in prior work sessions and presentations include:

Basis for the Ordinance

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

How it Has Been Developed

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

How it Will Work

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

ATTACHMENT: Ordinance No 04-2019 and Exhibit A

Sincerely,

Dan Johnson, Director
Department of Transportation & Development

ORDINANCE NO. 04-2019

An Ordinance Amending

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

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

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

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

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

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

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

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

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

The Board of Commissioners of Clackamas County ordains as follows:

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

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

ADOPTED this _____ day of June, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

Exhibit A

Chapter 10.03

10.03 SOLID WASTE AND WASTES MANAGEMENT

10.03.010 Coverage Of Chapter

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

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

10.03.020 Purpose and Policy

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

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

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

10.03.030 Definitions

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

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

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

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

~~26.28.~~ FRANCHISE means a franchise granting the right and responsibility to provide collection service, a disposal site, or a transfer station pursuant to Section 10.03.140 of this chapter.

~~27.29.~~ HEALTH OFFICER shall mean the Health Officer of Clackamas County or his/her duly authorized representative.

~~28.30.~~ HAZARDOUS WASTE means solid waste or wastes that may, by itself or in combination with other waste, be infectious, explosive, poisonous, caustic, toxic, or otherwise dangerous or injurious to human, plant or animal life.

~~29.31.~~ INCINERATOR means a combustion device specifically designed for the reduction by burning of solid, semi-solid or liquid combustible wastes.

~~30.32.~~ INFECTIOUS WASTE means biological waste including medical waste described as:

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

~~31.33.~~ INOPERABLE VEHICLE for the purpose of the Nuisance Abatement provisions of this chapter, shall mean a vehicle designed for use on a public highway which has been left on public or private property thirty (30) days or more and is not currently licensed, or not in operating condition, or which has been extensively damaged, vandalized or stripped, including, but not limited to, missing wheels, tires, motor or transmission. An inoperable vehicle shall not mean an unlicensed operable vehicle or vehicles, which are used on private property for the production, propagation or harvesting of agricultural products grown or raised on such lands.

- ~~32~~34. **LANDFILL** means a disposal site operated by means of compacting and covering solid waste or wastes at specific designated intervals, but not each operating day.
- ~~33~~35. **LICENSE** means permission granted (pursuant to the Recycling License Chapter) by the Director to a person to engage in a business or occupation or in an activity, which would otherwise be unlawful, for the purpose of providing recycling services which include collection, storage, reuse and utilization of recyclable materials.
- ~~34~~36. **MATERIAL RECOVERY** means any process of obtaining from solid waste materials that still have useful physical or chemical properties and can be reused or recycled.
- ~~35~~37. **METROPOLITAN SERVICE DISTRICT (METRO)** means a district organized under ORS Chapter 268 and exercising solid waste authority granted to such district under ORS Chapters 268, 459 and 459A.
- ~~36~~38. **NON-PROFIT CIVIC COMMUNITY, BENEVOLENT, OR CHARITABLE CORPORATION OR ORGANIZATION** means a Corporation or organization whose purpose is civic, community, benevolent, or charitable in nature, which distributes no part of its income to its members, directors or officers and which is not organized for purposes of profit, nor for the purpose of solid waste or wastes collection service. This may include but not be limited to churches, private or public schools, Boy Scouts, United Way, Lions and Kiwanis clubs or similar non-profit corporations or organizations.
- ~~37~~39. **NON-PUTRESCIBLE MATERIALS** for purposes of this chapter shall include, but not be limited to, inoperable vehicles; vehicle parts; tires; residential, commercial and industrial appliances, equipment and furniture; scrap metal; residential, commercial and industrial building demolition or construction waste; plastic; glass; cardboard; and wastepaper.
- ~~38~~40. **NUISANCE** means the unlawful use by a person of real or personal property contrary to the terms of this chapter.
- ~~39~~41. **ON-ROUTE COLLECTION** means the pick up of source-separated recyclable materials from the generator at the place of generation.
- ~~40~~42. **OPERABLE VEHICLE** means a vehicle that is currently licensed and in operating condition to be used on a public road or highway.
- ~~41~~43. **ORGANIC WASTE** includes but is not limited to yard debris, dust, wood, sod, manure, agricultural and fruit and vegetable waste, and paper recyclable material which are generally a source of food for bacteria.
- ~~42~~44. **PERMIT** means permission granted in writing by the Director to a non-profit organization or corporation that shall contain conditions for the collection of recyclable materials.
- ~~43~~45. **PERSON** means, and includes: individuals, members, corporations, cooperatives, associations, firms, partnerships, joint stock companies, trusts and estates, municipalities, and any other legal entities whatsoever.
- ~~44~~46. **PUBLIC ACCESS ROAD** shall mean any public road under the jurisdiction of Clackamas County which is not a County Road, State Highway, Federal Road, or road within the corporate limits of any city.

- 45-47. PURCHASE means the legal transmission of property from one person to another through a voluntary act or agreement, with compensation in the form of money paid or to be paid, by a buyer to a seller of the property.
- 46-48. PUTRESCIBLE MATERIAL means solid waste or wastes, including: bones; meat and meat scraps; fat; grease; fish and fish scraps; food containers or products contaminated with food wastes, particles or residues; prepared vegetable and fruit food wastes or scraps; manure; feces; sewer sludge; dead animals or similar wastes which cause offensive odor or create a health hazard, or which are capable of attracting or providing food for potential disease carriers, such as birds, rodents, flies and other vectors.
- 47-49. RECEPTACLE means a can, cart, container, drop box, compactor, recycling bin, or any other means of containment of solid waste or wastes or recyclable materials.
- 48-50. RECYCLING means the process by which waste materials are transformed into new products in such a manner that the original products lose their identity. It shall also include the collection, transportation or storage of products by other than the original user or consumer, giving rise to the product being in the stream of commerce for collection, disposal, recycling, resource recovery or utilization.
- 49-51. RECYCLING DEPOT means a center, depot, drop box, or other place for receiving source-separated recyclable materials with or without compensation. This shall not include a salvage, junk or auto wrecking yard.
- 50-52. RECYCLABLE MATERIAL means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same materials.
- a. Residential - A group of recyclable materials as designated from time to time by the Department of Environmental Quality or the County.
 - b. Commercial/Industrial - Recyclable materials that are purchased or exchanged for fair market value from commercial or industrial sources.
 - c. Exemption - An inoperable vehicle commonly designed of ferrous metals is not included as a recyclable material.
- 51-53. REGULATIONS mean regulations promulgated by the Board or Director pursuant to this chapter.
- 52-54. RESOURCE RECOVERY means any process of obtaining from solid waste and wastes, materials which still have useful physical or chemical properties after serving a specific purpose, and therefore can be reused or recycled for the same or other purpose.
- 53-55. REUSE means the return of a commodity into the economic stream for use in the same or similar kind of application as before, without change in its identity.
- 54-56. SERVICE means the collection, transportation storage, disposal, solid waste management and utilization by a private company of solid waste or wastes or recyclable materials for compensation.
- 55-57. SERVICE AREA means the geographical area, in which service, other than operation of a disposal site is provided.
- 56-58. SIGHT OBSCURING SCREEN means a structure or partition which is a minimum of six (6) feet in height, built for the purpose of separating properties, or uses, and arranged in such a way as to obscure normal human vision.

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

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

- ~~59-61.~~ 61. **SOLID WASTE STREAM** means the total flow of solid waste and wastes and recyclable materials from residential, institutional, commercial, agricultural, construction and industrial generators to disposal and utilization facilities.
- ~~60-62.~~ 62. **SOURCE-SEPARATED MATERIALS** means that the person who last uses recyclable material separates the recyclable material from other solid waste.
- ~~61-63.~~ 63. **SPECIAL VEHICLE OR EQUIPMENT** for purposes of this chapter, shall include, but not be limited to, a travel or camp trailer, motor home, boat, recreational vehicle, tractor or farm implement, utility trailer, stock trailer, semi-trailer, motorcycle, snowmobile or any other equipment or mechanism designed to serve a special purpose or perform a special function.
- ~~62-64.~~ 64. **SUBCONTRACT** means a written contract for the performance of all or a portion of Franchised Collection Service.
- ~~63-65.~~ 65. **TRANSFER STATIONS** means a fixed or mobile facility normally used as an adjunct of a solid waste management system between a collection route and disposal site including, but not limited to, a stationary compaction drop box facility, processing center, railroad gondola, barge or facility that accepts solid waste or wastes for the purpose of removing the solid waste or wastes to a disposal site or utilization center.
- ~~64-66.~~ 66. **TRANSFER STATION FRANCHISE** means a Franchise to create or maintain a transfer station.
- ~~65-67.~~ 67. **URBAN GROWTH BOUNDARY** means that boundary adopted by the Metropolitan Service District pursuant to ORS 268.390.
- ~~66-68.~~ 68. **UTILIZATION**, and the terms utilize, utilization, or utilization of solid waste or wastes shall mean productive use through recycling, reuse, salvage, resource recovery, energy recovery, or land filling for reclamation, habitation, or rehabilitation of land.
- ~~67-69.~~ 69. **WASTE REDUCTION** means the reduction of solid waste, or of wastes generated, or of wastes that would otherwise be land filled.
- ~~68-70.~~ 70. **WASTESHED** means an area of the State having a common solid waste Disposal System, as designated by the Environmental Quality Commission, as an appropriate area of the State within which to develop a common waste reduction program.
- ~~69-71.~~ 71. **WASTESHED AGENT** means a person identified as the representative for the wasteshed to act as a contact between the affected persons in a wasteshed and the Department of Environmental Quality (D.E.Q.) and METRO in matters relating to waste reduction and to the D.E.Q. Recycling Report.
- ~~70-72.~~ 72. **YARD DEBRIS** means grass clippings, leaves, tree and shrub pruning of no greater than four (4) inches in diameter, or similar yard and garden vegetation. Yard debris does not include dirt, sod, stumps, logs, tree and shrub pruning greater than four (4) inches in diameter, or rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or non-putrescible material.
- ~~71-73.~~ 73. **YARD DEBRIS PROCESSING CENTER** means a facility which processes yard debris into compost or other products, through controlled mechanical and/or biological means.

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

10.03.040 Administration

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

10.03.050 Persons and Agencies Exempted

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

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

10.03.060 Solid Waste or Wastes Accumulation Prohibited

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

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

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

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

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

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

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

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

10.03.070 Abatement of Nuisance

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

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

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

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

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

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

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

10.03.080 Unauthorized Dumping Prohibited

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

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

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

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

10.03.090 Solid Waste Commission

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

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

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

10.03.100 Bylaws

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

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

10.03.110 Duties of the solid waste Commission

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

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

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

10.03.120 Regional solid waste Commission

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

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

10.03.130 Regulation

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

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

10.03.140 Persons, Activities and Practices Regulated

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

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

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

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

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

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

10.03.145 Business Recycling Requirement

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

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

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

10.03.147 Business Food Waste Requirement

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

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

- G. A covered business may seek a temporary compliance waiver from the business food waste requirement subject to the following conditions:
- a. The temporary compliance waiver will not exceed twelve (12) months, and;
 - b. The business provides access to the County for a site visit to demonstrate that the covered business cannot comply with this section under criteria identified in Metro or County administrative rule, and,
 - c. The County approves a temporary compliance waiver under this section, and;
 - d. The County may perform periodic site visits to ensure the conditions allowing a temporary compliance waiver under this section are still in place and cannot be remedied.
- H. The County may grant a renewal of a temporary compliance waiver.
- I. Those cities with which the County has agreements for performing the work associated with the Annual Waste Reduction Plan may delegate the granting and administration of temporary compliance waivers to Clackamas County.

10.03.150 Applications

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

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

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

10.03.160 Requirements for Collection Service Franchises

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

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

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

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

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

6. The insurance shall include the County as an additional insured and refer to and support the applicant's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non-renewal, or material change, and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance.
- C. In the matter of an application for a Collection Service Franchise, if the applicant is not already serving an area proposed to be served, the applicant shall show in addition that:
 1. The defined service area has not been franchised to another person; or,
 2. The holder of the franchise is not adequately serving the defined service area and there is substantial demand by customers within the area for a change of service to that area.
 - D. If the applicant for a Collection Service Franchise proposes to serve an area or portion thereof that is under franchise to another person, or to replace such person upon expiration of the existing franchise, he/she shall have available, on the day beginning the proposed franchise term, adequate personnel, collection vehicles, containers, and other equipment for the service to be rendered. The Board shall require that such applicant supply a corporate bond, or cash, or acceptable negotiable securities to guarantee such availability to the satisfaction of the Board.
 - E. If it appears to the Board through its own knowledge, or through knowledge of its agents, or through written notice from any person, that there are conflicting claims to a Service Area, then a public hearing shall be called by the Board to resolve such conflicting claims and the claim shall be resolved by the Board, upon the basis of the recommendation of the Commission, the requirements of this chapter for Collection Service Franchises as set forth in this Section, and the Board's determination as to which applicant can best serve a given service area in the public interest. The decision of the Board in resolving any conflict between persons claiming the Service Area shall, in addition, be made by the Board upon its finding of which person or applicant has the greatest claim to the Service Area or portion thereof the Commission's recommendation shall be based on a review as to past Service of record in the area and the requirements of this chapter. The Board's decision shall be final.

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

10.03.170 Issuance of Collection Service Franchises

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

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

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

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

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

10.03.180 Disposal Franchise Requirements

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

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

10.03.190 Issuance of a Disposal Franchise

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

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

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

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

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

10.03.200 Transfer Station Franchise Requirements

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

5. Has insurance which shall include the County as an additional insured, and which shall refer to and support the applicant's obligation to hold harmless the County, its officers, commissioners and employees. Such insurance shall provide thirty (30) days written notice to the County in the event of cancellation, non renewal or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance.
- C. Where the applicant is providing transfer service on the effective date of this chapter, and has filed his/her application within thirty (30) days thereafter, he/she may continue service until the final decision of the Board on his/her application.

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

10.03.210 Issuance of a Public Transfer Station Franchise

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

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

10.03.220 Appeal of a Franchise

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

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

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

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

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

10.03.230 Exclusive or Joint Service Under a Collection Service Franchise

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

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

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

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

10.03.240 Transfer of Franchise

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

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

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

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

10.03.250 Change In Control of Franchises

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

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

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

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

10.03.260 Responsibilities of Franchise Holders

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

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

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

B. The holder of a Disposal Franchise:

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

C. The holder of a Transfer Station Franchise:

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

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

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

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

10.03.270 Enforcement of Franchise Provisions

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

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

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

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

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

10.03.290 Preventing Interruption of Service

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

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

10.03.300 Terms of Franchises

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

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

10.03.310 Franchise Fees

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

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

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

10.03.320 Use of Franchise Fees

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

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

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

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

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

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

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

10.03.340 Determination of Waste Management Fees (WMF)

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

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

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

10.03.350 Waste Management Fee (WMF) Preference Prohibited

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

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

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

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

10.03.360 Responsibility for Payment Charges for Service

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

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

10.03.370 Agreement for Joint Franchises

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

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

10.03.380 Agreements for Allocation of Franchise Fees

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

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

10.03.390 Abatement

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

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

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

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

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

10.03.400 Penalties

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

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

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

10.03.410 Court Appeal

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

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

10.03.420 Appeals From Decisions of the Director or Commission

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

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



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

June 13, 2019

Development Agency Board
Board of County Commissioners
Clackamas County

Members of the Board:

**Second Reading of Ordinance No. 02-2019 Amending the
Clackamas Industrial Area Urban Renewal Plan**

Purpose/Outcomes	To remove property from the Clackamas Industrial Area Urban Renewal Boundary
Dollar Amount and Fiscal Impact	None
Funding Source	No impact
Duration	Indefinite
Previous Board Action	First reading of the ordinance on May 9, 2019
Counsel Review	Reviewed and Approved by County Counsel on June 3, 2019
Strategic Plan Alignment	Build a strong infrastructure. Build public trust through good government.
Contact Person	David Queener– 503-742-4322

BACKGROUND:

The Clackamas Industrial Area (CIA) Development Plan was adopted on July 26, 1984 and has been subsequently amended. One of the amendments was to add SE 172nd Avenue as a project and to add that area into the urban renewal district boundary. The construction of SE 172nd Avenue from Sunnyside Road south to Highway 212 has been completed by the County. The CIA is no longer taking division of taxes.

The City of Happy Valley is considering adopting an urban renewal plan focusing on transportation improvements. One of the proposed projects is the construction of SE 172nd Avenue north of Sunnyside Road. Legal counsel review has indicated that the SE 172nd Avenue right of way from Sunnyside Road north must first be removed from the CIA plan area before being included into the proposed Happy Valley Urban Renewal Area.

The Proposed Ordinance

The proposed ordinance removes the SE 172nd Avenue right of way from Highway 212 north to the county line from the boundary of the CIA urban renewal district. The first reading of the ordinance was completed on May 9, 2019.

RECOMMENDATION:

Staff respectfully requests that the Board read the proposed ordinance by title only and proceed to adoption.

Respectfully submitted,

David Queener
Clackamas County Development Agency Program Supervisor

Attachments:

Ordinance

ORDINANCE NO.02-2019

AMENDING THE CLACKAMAS INDUSTRIAL AREA DEVELOPMENT PLAN

Section 1 Purpose

By enactment of this ordinance, the Board of Commissioners of Clackamas County approves the attached Clackamas Industrial Area Development Plan – Plan Amendment pursuant to ORS 457.095 and ORS 457.220.

Section 2 Findings

- a) The Clackamas Industrial Development Area Plan and Report on the Plan were duly adopted and approved July 26, 1984 and have been subsequently amended. The Clackamas County Development Agency (Development Agency) proposes further amendments to the Plan at this time to remove SE 172nd Avenue right of way and to decrease the size of the urban renewal area.
- b) The Development Agency pursued a project to improve 172nd Avenue from Sunnyside Road south to Highway 212. This project is complete.
- c) The City of Happy Valley is considering an urban renewal area to complete infrastructure projects including the improvement of 172nd Avenue north of Sunnyside Road to the northern city limits.
- d) ORS 457.420(3) states that “property may not be included in more than one urban renewal area”.
- e) This amendment to remove the SE 172nd Avenue area from the Clackamas Industrial Area Development Plan, would allow the City of Happy Valley to incorporate 172nd Avenue north of Sunnyside Road into a Happy Valley urban renewal area.
- f) The Clackamas County Board of Commissioners has considered the material presented by staff and find that these amendments are necessary to allow the City of Happy Valley to include a project for the construction of 172nd Avenue north of Sunnyside Road to their city limits in their proposed urban renewal plan.

Section 3 Approval

The amendments to the Clackamas Industrial Area Plan attached as Exhibit 1, Revised Clackamas Industrial Area Urban Renewal Plan Boundary Map, and Exhibit 2, revised Clackamas Industrial Area Urban Renewal Plan legal description and incorporated herein, are hereby adopted and approved.

Section 4 Effective Date

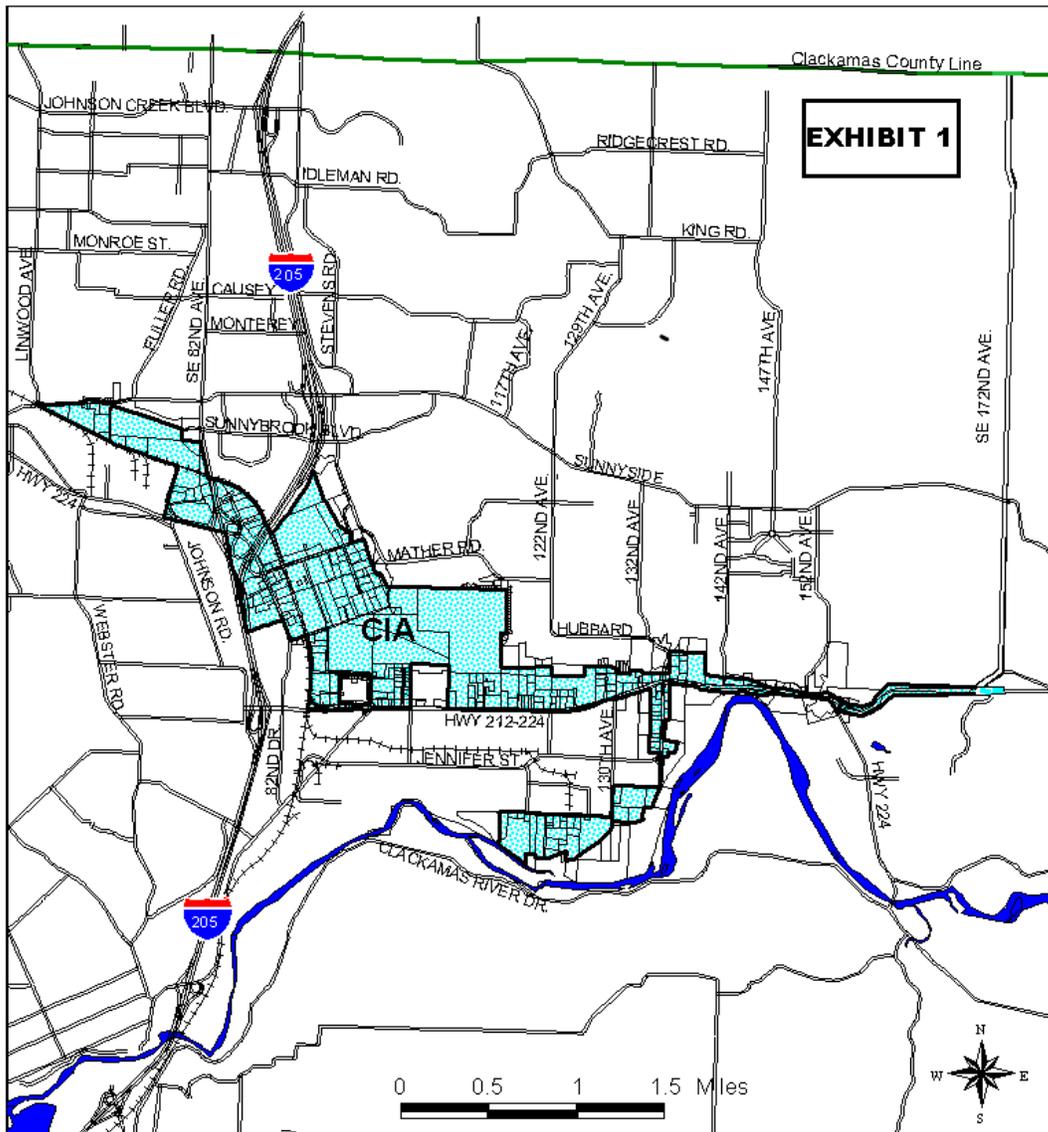
This ordinance shall take effect ninety (90) days after its adoption.

Adopted this 13th day of June, 2019.

Jim Bernard, Chair
Board of County Commissioners

Attest:

Recording Secretary



**CLACKAMAS INDUSTRIAL AREA DEVELOPMENT PLAN
BOUNDARY**



April 2019

EXHIBIT 2
METES AND BOUNDS DESCRIPTION
CLACKAMAS INDUSTRIAL AREA DEVELOPMENT DISTRICT

A tract of land located in Sections 3, 4, 5, 9, 10, 11, 12, 14, and 15, Township 2 South, Range 2 East of the Willamette Meridian, Clackamas County, Oregon, Sections 30 and 31, Township 1 South, Range 3 East of the Willamette Meridian, Clackamas County, Oregon, and Sections 6 and 7, Township 2 South, Range 3 East of the Willamette Meridian, Clackamas County, Oregon, being more particularly described as follows:

Beginning at a point at the intersection of the northerly right-of-way line of the Southern Pacific Railroad and the southerly right-of-way line of Harmony Road, (County Road No. 115);

- (1) thence north $83^{\circ} 48' 30''$ east along the south right-of-way line of said Harmony Road, a distance of 1658.06 feet to an angle point in the south line of said road;
- (2) thence south $88^{\circ} 48'$ east along the south right-of-way line of said Harmony Road, a distance of 365 feet to an angle point in the south line of said Harmony Road;
- (3) thence northeasterly to the intersection of the south right-of-way line of said Harmony Road with the east boundary of Strawberry Lane (SE Pheasant Court);
- (4) thence southeasterly 122 feet more or less along the east boundary of Strawberry Lane (SE Pheasant Court) to its intersection with a line which begins east 86.43 feet and north $00^{\circ} 13'$ west 155 feet from the initial point of the plat of Morningside and runs south $71^{\circ} 46' 15''$ east 731.96 feet;
- (5) thence south $71^{\circ} 46' 15''$ east 635 feet to a point;
- (6) thence south $77^{\circ} 56' 15''$ east 294.48 feet;
- (7) thence south $70^{\circ} 09'$ east 500 feet;
- (8) thence south $72^{\circ} 48' 12''$ east 486.49 feet;
- (9) thence south 86° east 178.78 feet;
- (10) thence south parallel to the east line of Lot 12 of the Plat of Morningside 375 feet more or less, to a point on the south line of Lot 11 of said Plat;
- (11) thence easterly along the south line of Lots 11 and 12 of said plat 560 feet, more or less, to its intersection with the west line of S.E. 82nd Avenue;
- (12) thence southeasterly along said west right-of-way line 1065 feet, more or less, to the south line of the Southern Pacific Railroad right-of-way;
- (13) thence southeasterly, along the southwesterly line of said Southern Pacific Railroad right-of-way, a distance of 2820 feet, more or less, to the southwesterly extension of the east line of Interstate Highway 205;

- (14) thence northeasterly along said extension and along the east line of said highway 2370 feet, more or less, to a 5/8 inch iron rod;
- (15) thence south 20° 44'15" east 991.06 feet to a 5/8 inch iron rod that is also south 21° 59'38" east 1668.81 feet and south 67° 15'45" west 730 feet from the N.E. corner of the William T. Matlock DLC No. 37 in Section 4 of T2S, R2E, W.M.;
- (16) thence south 68° west 6.59 feet;
- (17) thence south 31° 20' east 922.91 feet to a 5/8 inch x 30 inch iron rod;
- (18) thence north 58° 40' east 70 feet to a 5/8 inch x 30 inch iron rod;
- (19) thence south 31° 20' east 180 feet to a 3/8 inch x 30 inch iron rod;
- (20) thence south 46° 16' east 31.05 feet to a 5/8 inch x 30 inch iron rod;
- (21) thence north 58° 40' east 138 feet to the centerline of County Road No. 1317 (Lawnfield Road);
- (22) thence following said centerline in a southeasterly and southwesterly direction 375 feet to a point, said point being 1320 feet north 22° west, 49.5 feet south 68° west, 1199.1 feet north 22° west and south 68° west 400.80 feet from the southeast corner of William T. Matlock DLC No. 37;
- (23) thence north 68° 17'37" east 400.80 feet to the east line of the William T. Matlock DLC No. 37;
- (24) thence tracing said DLC line south 21° 08'40" east 1165 feet more or less to a point;
- (25) thence north 68° east 130.95 feet to a point;
- (26) thence south 33° 19' east 475.88 feet, more or less to a point on the north line of Section 10, T2S, R2E, W.M.;
- (27) thence easterly along the north line of said Section 10, T2S, R2E, 3490 feet, more or less, to the N.W. corner of the N.E. ¼ of the N.E. ¼ of said Section 10;
- (28) thence south 1325.75 feet;
- (29) thence north 89° 44'30" west 120.8 feet, more or less, to an iron pipe;
- (30) thence south 1155.2 feet
- (31) thence east 489.72 feet;
- (32) thence north 220 feet, more or less, to a point that is north 1732.5 feet, south 89° 38' west 936.88 feet, more or less, and north 1258.82 feet from the S.E. corner of Section 10, T2S, R2E;
- (33) thence east 489.72 feet;
- (34) thence north 80 feet, more or less, to a point that is south 889.34 feet and west 468.6 feet from the north 1/16 corner between Sections 10 and 11;
- (35) thence east 489.72 feet;

- (36) thence south 190 feet, more or less;
- (37) thence east 973.14 feet;
- (38) thence north 200 feet, more or less, to a point that is north 898.92 feet and west 979.44 feet from the center of the Oregon City and Phillip Foster Road (State Highway 212) on the east line of the Presley Welch DLC;
- (39) thence east 979.44 feet;
- (40) thence south 200 feet to a point;
- (41) thence east 420 feet to a point;
- (42) thence north 100 feet to a point;
- (43) thence east 361.64 feet to a point;
- (44) thence south 55 feet, more or less, to a point that is east 773.64 feet and north $0^{\circ} 42' 40''$ east 284 feet from the N.W. corner of the Isaac Capps DLC No. 52;
- (45) thence east, parallel to the north line of said DLC No. 52, 682 feet, more or less;
- (46) thence south 45 feet, more or less;
- (47) thence east 135 feet;
- (48) thence north 650 feet;
- (49) thence east 526.74 feet;
- (50) thence continuing east 541.30 feet to a point;
- (51) thence south $1^{\circ} 16' 30''$ east, a distance of 600 feet to a point;
- (52) thence south 84° east 1200 feet to a point,
- (53) thence south 68° east 1000 feet to a point;
- (54) thence south 83° east 800 feet to a point;
- (55) thence south 88° east 800 feet to a point;
- (56) thence south 63° east 500 feet to a point;
- (57) thence north 77° east 200 feet to a point henceforth to be referred to as "Point A";
- (58) thence south 52° west 600 feet to a point;
- (59) thence north 15° west 400 feet to a point;
- (60) thence north 70° west 250 feet to a point;

- (61) thence north 88° west 1200 feet to a point;
- (62) thence north 75° west 800 feet to a point;
- (63) thence north 88° west 900 feet to a point;
- (64) thence north 77° west 680 feet, more or less, to a point on the northerly right-of way of Oregon State Highway No. 212;
- (65) thence westerly along the north right-of-way line of said Oregon State Highway No. 212, a distance of 1050 feet, more or less, to its intersection with the northerly extension of a line that runs parallel to and 465.96 feet west of the east line of the Isaac Capps DLC #52;
- (66) thence south, along said line, a distance of 1230 feet to a point;
- (67) thence west 114.10 feet;
- (68) thence south 615 feet;
- (69) thence east 158 feet;
- (70) thence south 35 feet;
- (71) thence east 242 feet;
- (72) thence south 15° 30' west 305.10 feet, more or less;
- (73) thence west 194.40 feet, more or less;
- (74) thence south 131 feet;
- (75) thence west 194 feet to a point on the east line of S.E. 135th Avenue;
- (76) thence south along said right-of-way line 130 feet;
- (77) thence west 50 feet;
- (78) thence south 817.11 feet, more or less;
- (79) thence east 59.9 feet;
- (80) thence southwesterly 650 feet in a straight line to a point which is north 728.2 feet and east 1170 feet from the reentrant corner of Isaac Capps DLC No. 52 in Section 14, T2S, R2E, W.M;
- (81) thence west 205 feet to a point;
- (82) thence south 12° 0' west 250.92 feet;
- (83) thence south 9° 09'30" east 107.27 feet;
- (84) thence south 68° 20' west 268.92 feet;
- (85) thence west 687 feet to a point on the southerly extension of the centerline of County Road No. 310 (S.E. 130th Avenue);

- (86) thence south along said centerline extension to the westerly exterior angle corner of the Isaac Capps DLC No. 52, also being 421.70 feet south of the northeast corner of Government Lot No. 10;
- (87) thence south $44^{\circ} 08'$ west 410.40 feet to a point;
- (88) thence south $56^{\circ} 45'$ west 615 feet;
- (89) thence south $48^{\circ} 43'$ west 407.70 feet;
- (90) thence south $65^{\circ} 50'$ west 239.20 feet to a point, said point being on the west line of the Isaac Capps DLC No. 52;
- (91) thence north $0^{\circ} 25'$ east on said DLC line 340 feet to a point on the northeasterly extension of the south line of Vernon Street, said point also being south $0^{\circ} 25'$ west 699.04 feet from the westerly northwest corner of DLC No. 52;
- (92) thence south $65^{\circ} 25'$ west 96.85 feet to a point of intersection with the most easterly corner of S.E. Vernon Street;
- (93) thence northerly at right angles to said south line 40 feet to the north line of said S.E. Vernon Street;
- (94) thence south $65^{\circ} 25'$ west 441.14 feet to an angle point on the north line of said Vernon Street;
- (95) thence north $89^{\circ} 36'$ west 458.69 feet to the centerline of a 40 foot strip of Land;
- (96) thence north $0^{\circ} 24'$ east 115 feet to a point;
- (97) thence south $89^{\circ} 09'$ west 299 feet to a point;
- (98) thence south $0^{\circ} 24'$ west 296.50 feet, more or less, to a point on the right bank of the Clackamas River as it existed on May 14, 1979,
- (99) thence downstream, along said right bank of the Clackamas River, 1050 feet, more or less, to the most southerly southeast corner of that certain tract of real property (Assessor's Map 2 2E 15A, TL 1800) conveyed to Terry W. Emmert, by the deed recorded under Fee #96-52847, Deed records of Clackamas County;
- (100) thence north $50^{\circ} 26'$ east, along the east line of said Emmert Property, 23.22 feet to a point;
- (101) thence continuing along the east line of said Emmert Property, north $00^{\circ} 26'$ east, 863.69 feet, more or less, to a point in the south line of Capps Road;
- (102) thence west, along the south line of said Capps Road, 25 feet, more or less, to a point at the southerly extension of the west line of Parcel 1, Partition Plat No.1995-164, Clackamas County Survey Records;
- (103) thence north 60 feet, more or less, to the southwest corner of said Parcel 1, Partition Plat No.1995-164, Clackamas County Survey Records;
- (104) thence easterly, along the north right-of-way of said S.E. Capps Road, 3400 feet, more or less, to the west Right-of-Way line of S.E. 130th Ave.;

- (105) thence north, along the west right-of-way line of S.E. 130th Avenue, 850 feet, more or less, to a point at the westerly extension of the north line of Partition Plat No.1990-56, Clackamas County Survey Records and also the north line of that certain tract of real property (Assessor's Map 2 2E 14A, TL1080) conveyed to Mutual Materials Co. by the deed recorded under Fee #82-22065, Deed Records of Clackamas County;
- (106) thence east, along the north line of said Partition Plat No.1990-56, and the north line of said Mutual Materials Co. tract, 1425 feet, more or less, to the southeast corner of that certain tract of real property (Assessor's Map 2 2E 11D, TL1304) conveyed to Portland General Electric Company, as Parcel IV in the deed recorded under Fee #77-22190, Deed Records of Clackamas County;
- (107) thence north, 1052 feet, more or less, to the southeast corner of that certain tract of real property (Assessor's Map 2 2E 11D, TL 1400) conveyed to Ralph Mooers and Hazel Mooers, husband and wife, by the deed recorded in Deed Book 685, Page 325, Deed Records of Clackamas County;
- (108) thence west, along the south line of said Mooers tract, 335.28 feet, more or less, to the southwest corner thereof;
- (109) thence north 1668 feet, more or less, to the southwest corner of Parcel 1, Partition Plat No. 1995-160, Clackamas County Survey Records;
- (110) thence north $89^{\circ} 57' 02''$ east, along the south line of said Parcel 1, 160.00 feet to the southeast corner thereof;
- (111) thence along the easterly line of said Parcel 1, north $00^{\circ} 06' 03''$ west, 153.68 feet to an angle point in said east line;
- (112) thence continuing along the easterly line of said Parcel 1, south $89^{\circ} 56' 17''$ west, 15.00 feet to an angle point in said east line;
- (113) thence continuing along the easterly line of said Parcel 1, north $00^{\circ} 06' 03''$ west, 102.14 feet to a point of curvature;
- (114) thence northerly and northwesterly, along the easterly line of said Parcel 1, along the arc of a 33.00 foot radius curve to the left, through a central angle of $87^{\circ} 03' 58''$, for an arc distance of 50.15 feet (the long chord of which bears North $43^{\circ} 38' 02''$ west, 45.46 feet) to a point at the most northerly northeast corner of Parcel 1, Partition Plat No.1995-160, Clackamas County Survey Records, said point also being on the southerly right-of-way line of Oregon State Highway No. 212;
- (115) thence westerly, along the southerly right-of-way line of said Oregon State Highway No. 212, 10,500 feet, more or less, to intersection of said southerly right-of-way line of Oregon State Highway No. 212 and a line that is parallel to and 30 feet east of, being measured at right angles to, the centerline of the Southern Pacific Railroad;
- (116) thence northerly, parallel to and 30 feet east of, being measured at right angles to, the centerline of the said Southern Pacific Railroad, a distance of 2247 feet, more or less, to the south line of Mather Road;
- (117) thence south $68^{\circ} 39'$ west 60 feet to the intersection of the westerly boundary of said railroad Right-of-Way with the southerly boundary of Mather Road;

- (118) thence northerly along the railroad right-of-way 25 feet, more or less, to the most northerly corner of the Plat of Marshfield in Section 9, T2S, R2E, W. M;
- (119) thence south $68^{\circ}11'$ west along the northwesterly line of said plat 495 feet to the westerly line of S.E. 82nd Drive;
- (120) thence northwesterly along said west line of 82nd Drive 650 feet to the southeasterly line of Jannsen Road;
- (121) thence south $68^{\circ}56'$ west 1180 feet, more or less, along the southerly line of said Jannsen Road and its southwesterly extension to the centerline of Cascade Highway North as shown on State Highway Drawing 8B-715 at centerline Station 508 + 45;
- (122) thence north $13^{\circ}57'30''$ west along said centerline 3145 feet, more or less, to Engineer Station 477 + 00; said point also being Engineer Station 20 + 00 on the centerline of Oregon State Highway No. 224 (relocated Lake Road, Pacific Highway east Cascade Highway section of the Clackamas Highway as shown on drawing 8B-3310);
- (123) thence northwesterly along the centerline of said Oregon State Highway No. 224 (relocated Lake Road, Pacific Highway east Cascade Highway section of the Clackamas Highway as shown on drawing 8B-3310), 1800 feet more or less to a point at the intersection of said centerline of Oregon State Highway 224 and the southerly projection of the westerly right-of-way line of Johnson road;
- (124) thence northerly, along the westerly right-of-way line of said Johnson, 1600 feet, more or less, to a point on the south line of the Southern Pacific Railroad right-of-way;
- (125) thence northwesterly, along said south line of the Southern Pacific Railroad right-of-way, 4400 feet, more or less, to a point that is 74 feet southwesterly from the Point of Beginning;
- (126) thence northeasterly 74 feet to the Point of Beginning;
- (127) Also including the following described tract of land;

Beginning at a point on the northerly right-of-way line of Oregon State Hwy. No. 212, said point of beginning being South 52° West, 250 feet, more or less, from the aforementioned Point "A" (Line No. 57 of the above description);

Thence Easterly, following said northerly right-of-way line of Oregon State Hwy No. 212, a distance of 4,898 feet, more or less, to the east line of the west 1/2 of Section 7, Township 2 South, Range 3 East, W.M.;

Thence Southerly, following the east line of the west 1/2 of said Section 7, a distance of 80 feet, more or less, to the southerly right-of-way line of said Oregon State Hwy No. 212;

Thence Westerly, following said southerly right-of-way line of Oregon State Hwy No. 212, a distance of 5,000 feet, more or less, to a point that is South 52° West from the aforementioned Point "A";

Thence North 52° East, a distance of 130 feet, more or less, to the point of beginning.

EXCEPTIONS

Excepting the following described parcel located in Section 9, T2S, R2E, W.M., located in Clackamas County in the State of Oregon:

Beginning at a point that is north 89° west 178 feet from the ¼ corner between Sections 9 and 10, T2S, R2E, W.M.;

- (1) thence north 89° west 786 feet along the south line of S.E. Clackamas Road to the intersection of said south line with the east line of 98th Avenue;
- (2) thence south 0° 02' west 879.60 feet along the east line of said 98th Street to the S.W. corner of Lot 1, Block 8 of the Plat of Hollywood Gardens;
- (3) thence south 89° east 905 feet to the S.E. corner of Lot 15, Block 7 of said plat, said point also being on the west line of S.E. 102nd Avenue;
- (4) thence north 00° 08' west 770 feet more or less to an iron pipe at a point of curve in the west line of 102nd Avenue, such point of curve also being in the east line of Lot 16, Block 2 of Hollywood Gardens, such point also being opposite Engineers Station "C" 282 + 97.11 P.T. shown on State Highway Map of Clackamas Overcrossing Section of Clackamas Highway, Drawing No. 1A421;
- (5) thence from said point of curve to the left northwesterly 186.46 feet to an iron bolt at a point of tangent on the north line of Lot 11, Block 2, of said Hollywood Gardens, such point also being opposite Engineers Station "C" 280 + 64.02 P.C. shown on aforesaid State Highway Map back to the point of beginning of the herein described parcel.

Excepting the following described parcel, part of the Samuel L. Campbell DLC No. 64 in Section 10, T2S, R2E, W.M., County of Clackamas and State of Oregon, described as:

Beginning at a point on the east line of said DLC, which point is 3016.86 feet north of the southeast corner of said claim;

- (1) thence west 1141.09 feet, more or less, to a point;
- (2) thence south 00° 31' 10" east 1274 feet more or less to a point on the relocated north line of State Highway 212;
- (3) thence south 89° 24' 50" east along the relocated north boundary of said highway 1126.23 feet to a point, said point being 20 feet west of the east line of Samuel L. Campbell DLC No. 64;
- (4) thence north 00° 43' 40" west 547 feet more or less to a point;
- (5) thence north 89° 24' 50" east 20 feet to a point on the east line of said DLC;
- (6) thence north 00° 43' 40" west along the east line of said DLC 716.31 feet to the point of beginning.

June 13, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Foothills Community
Church/Molalla Adult Community Center to Provide Social Services
for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla/Mulino area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$154,147. 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.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Agreement approved by County Council on 5/8/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #93157; Subrecipient #20-003

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Molalla Adult Community Center 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.

December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Foothills Community Church/Molalla Adult Community Center showed an interest in providing these services in the Molalla/Mulino area, so a

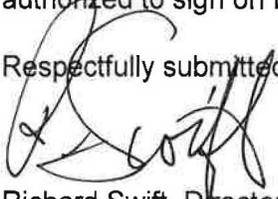
Subrecipient agreement with the Foothills Community Church/Molalla Adult Community Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved and signed by County Council on May 8, 2019, via email.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-003**

This Agreement is between **Clackamas County** (COUNTY), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **Foothills Community Church** as manager of the **Molalla Adult Community Center** (SUBRECIPIENT), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Amanda St. Clair-Estrada	Program Representative: Cecily Rose
Fiscal Manager 315 Kennel Street Molalla, OR 97038 503-829-4214 amanda@foothillsonline.com	Center Manager 315 Kennel Street Molalla, OR 97038 503-829-4214 cecily@foothillsonline.com
DUNS: 83-530-7836	FEIN: 93-1240330

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$154,146**. This is a cost reimbursement grant 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.** COUNTY's funding of **\$38,066** in grant funds for this Agreement is OAA Funds (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 **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

b. **Other Funds.** COUNTY's funding of **\$68,097** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon; COUNTY's funding of **\$8,320** for evidence-based health & wellness promotion programming outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation and **\$1,625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization. The **\$33,248** in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.

7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

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

a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."

- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.

- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY'S right, but not obligation, to withhold SUBRECIPIENT

grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i.** Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii.** Procure a commercial sex act during the period of time the award is in effect; or
 - iii.** Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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

- i. Confidentiality of Client Information.**
 - i.** All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii.** DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

12. Federal and State Procurement Standards

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

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 and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents

- ii. **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.
- (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
- (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
- (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
- (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days’ notice of cancellation provision shall be physically endorsed onto the policy.

- v. **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.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **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.
 - viii. **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.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader
Signing on Behalf of the Board:

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

Dated: _____

Approved to Form:

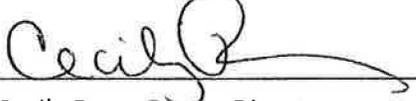
By: _____
County Counsel

Foothills Community Church

By: 
Pastor Dale Satrum

Dated: _____

Approved as to Content:

By: 
Cecily Rose, Center Director

Dated: 5/22/2019

June 13, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City
 of Gladstone/Gladstone Senior Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$40,888. 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.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Agreement approved by County Council on 5/8/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9314; Subrecipient #20-004

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the Gladstone 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.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Gladstone/Gladstone Senior Center showed an interest in providing these services in the Gladstone area, so an

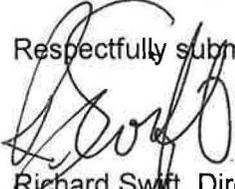
Intergovernmental subrecipient agreement with the City of Gladstone/Gladstone Senior Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on April 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the text "Respectfully submitted,".

Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-004**

This Agreement is between **Clackamas County** (COUNTY), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **City of Gladstone** by and for its Gladstone Senior Center (SUBRECIPIENT), an Oregon Municipality.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Cathy Bruker	Program Representative: Colin Black
City of Gladstone, Accounting Manager 525 Portland Ave Gladstone, OR 97027 (503) 656-5225 finance@ci.gladstone.or.us	Gladstone Senior Center 1050 Portland Ave Gladstone, OR 97027 (503) 655-7701 cblack@ci.gladstone.or.us
DUNS: 087464350	FEIN: 93-6002170

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$40,888**. This is a cost reimbursement grant 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.** COUNTY's funding of **\$15,415** in grant funds for this Agreement is OAA Funds (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 **\$1,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of \$12,598 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon; COUNTY's funding of \$650 for evidence-based health & wellness promotion programming outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation. The \$10,725 in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as

unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed

Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.

- i. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform

Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request COUNTY to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.
COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the

Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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

- i. Confidentiality of Client Information.**
- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

12. Federal and State Procurement Standards

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

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 and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents

or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. **Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **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.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days’ notice of cancellation provision shall be physically endorsed onto the policy.

- v. **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.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **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.
 - viii. **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.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

(signature page follows)

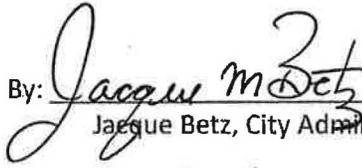
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

City of Gladstone – Gladstone Senior Center

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader
Signing on Behalf of the Board:

By: 
Jacquie Betz, City Administrator

Dated: 5/29/19

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

Approved as to Content:

By: 
Colin Black, Center Manager

Dated: _____

Dated: 5/28/2019

Approved to Form:

By: _____
County Counsel

Dated: _____

COPY

June 13, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Hoodland Senior Center
to Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$82,131. 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.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through funds and Low Income Home Energy Assistance Program (LIHEAP) funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Council	Agreement approved by County Council on 5/8/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #93157; Subrecipient #20-003

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Hoodland Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the Hoodland Senior Center 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.

December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Hoodland Senior Center showed an interest in providing these services to the Villages of Mt. Hood area, so a

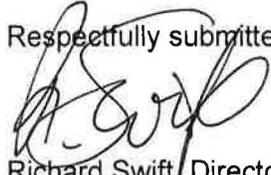
Subrecipient agreement with the Hoodland Senior Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved and signed by County Council on May 8, 2019, via email.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", is written over the typed name.

Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-005**

This Agreement is between Clackamas County (COUNTY), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and Hoodland Senior Center (SUBRECIPIENT), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: <i>Ella Vogel</i>	Program Representative: <i>Same</i>
Ella Vogel, Center Manager P.O. Box 508, 65000 E. Hwy 26 Welches, OR 970067 503-622-3331 hoodlandseniors@frontier.com	Same
DUNS: 92-891-8077	FEIN: 93-6002250

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, (Public Law 89-73 as amended 114-144), and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.

- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$82,131**. This is a cost reimbursement grant 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.** COUNTY's funding of **\$28,675** in grant funds for this Agreement is OAA funds (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 **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. COUNTY's funding of \$41,486 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of \$8,320 for Evidence Based Health & Wellness programming outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation; and \$1,250 for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the

grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed

Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.

- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Specific Conditions.** None
- n. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- o. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p. Lobbying.** SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act, (Public Law 104-65, section3).
- q. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual

Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/> At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- u. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.A.195 and 181.A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the

Hoodland Senior Center

Subrecipient Grant Agreement #20-005

Page 7 of 53

Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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

- i. Confidentiality of Client Information.**
- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

12. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to

SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

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 and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **OAA Program funds and Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. **Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
 - ii. **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.

- (a) Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured and agencies named below
 - (a) Required by State of Oregon for OAA funded services non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the OAA funded program services and the non-medical Medicaid transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **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.

- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **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.
 - viii. **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.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the

conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Hoodland Senior Center

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

By: *Judith Norval*
Judith Norval, Chair - Board of Directors

Signing on Behalf of the Board:

Dated: 5/23/19

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

Approved as to Content:
By: *Ella Vogel*
Ella Vogel, Center Manager

Dated: _____

Dated: 5/23/19

Approved to Form:

By: Approved by J. Munns 5/8/19 via email | _____
County Counsel

June 13, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment #2 to a Cooperation Agreement between
the Housing and Community Development Division and
the Friends of the Estacada Community Center
for the Re-roof Project in Estacada

Purpose/Outcomes	Approval of Amendment to a Cooperation Agreement for design and construction of community center building roof modifications to improve drainage at the Estacada Community Center.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$15,000 of CDBG funds to the original \$95,000 for a new total of \$110,000. Funding for the project is \$110,000 of Community Development Block Grant (CDBG) funds and approximately \$100,000 of private funds.
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective immediately through 2028 (ten years after project completion).
Previous Board Action	The Project was approved by the Board on May 11, 2017 - agenda item 051117-A1. Amendment #1 adding \$25,000 to the original \$70,000 for a new total of \$95,000 was approved August 9, 2018 agenda item 080918-A2.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	The original agreement was reviewed and approved by County Counsel on January 17, 2018.
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	H3S 8704

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Amendment #2 adding 16% more funding to a Cooperation Agreement with the Friends of the Estacada Senior Center for re-roof and drainage modifications at the Estacada Community Center. The construction project started on April 15, 2019 and is almost finished. The Agreement determines the roles of the Friends of the Estacada Senior Center and the County regarding contract administration, project management as well as the duties of the hired architect during project construction.

Healthy Families. Strong Communities.

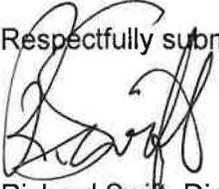
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

We recommend the approval of this Amendment #2 and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", written over a circular stamp or seal.

Richard Swift, Director
Health, Housing & Human Services

AMENDMENT (#2) TO
COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY
DEPARTMENT OF HEALTH, HOUSING AND HUMAN RESOURCES
COMMUNITY DEVELOPMENT DIVISION

AND

FRIENDS OF THE ESTACADA COMMUNITY CENTER

H3S Contract #:8704

Board Order #: NA

Amendment Requested by: Friends of the Estacada Community Center

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.2:

Friends of the Estacada Community Center requested additional CDBG funds to be added to the FY2017 \$95,000 of CDBG funds that were awarded for building improvements. Friends requests that \$15,000 of additional CDBG funds be added to the Cooperation Agreement to pay for unexpected additional structural repairs needed during the Estacada Center Re-roof Project.
(\$95,000 + 15,000 = \$110,000)

No County General funds are involved in this project.

TO AMEND

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in an amount not to exceed **\$95,000** to the project. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.

TO READ

III. Budget & Financial

- A. The COUNTY will apply CDBG funds received in an amount not to exceed **\$110,000** to the project. The obligations of the COUNTY are expressly subject to the COUNTY receiving funds from HUD for the PROJECT, and in no event shall the COUNTY'S financial contribution exceed the amount finally granted, released and approved by HUD for this PROJECT.

ESTACADA COMMUNITY CENTER

200 SE Clubhouse Drive
PO Box 430
Estacada, Oregon 97023

Valerie Hansen-Deater, Board Chair

Christina Richartz, GM
Christina Richartz, General Manager

Date

6/3/19

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 & Human Services
Department

Date



DAN JOHNSON
DIRECTOR

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

June 13, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a 2022-2024 Regional Flexible Funds Allocation (RFFA) Grant

Purpose/Outcome	Apply for Metro Regional Flexible Funds Allocation (RFFA) funding through the Active Transportation grant category.
Dollar Amount and Fiscal Impact	The total project cost is \$5,609,411. If the grant is awarded, the County would be responsible for the 10.27% cash match of \$576,086.
Funding Source	County Road Fund will be used as the funding source to cover the 10.27% cash match.
Duration	October 2021 through September 2023.
Previous Board Action/Review	None.
Counsel Review	This item does not require Counsel Review. Finance has reviewed and approved the attached Life Cycle Form.
Strategic Plan Alignment	<ul style="list-style-type: none">• Building strong infrastructure.• Ensuring safe, healthy and secure communities.
Contact Person	Karen Buehrig, (503) 742-4683.

The Regional Flexible Fund Allocation (RFFA) process is used to distribute federal transportation dollars in the Portland region. The RFFA process occurs every three years and includes an Action Transportation category and a Freight category. This project involves construction of sidewalks and buffered bike lanes on both sides of SE Courtney Avenue between SE River Road and SE McLoughlin Boulevard in the Oak Grove neighborhood. The purpose of the project is to improve safety and mobility for all roadway users. The project length is approximately 3,000 feet and includes 5 foot landscape strips; intermittent rain gardens for stormwater management; ADA compliant intersection curb ramps and a new crosswalk at the intersection of SE Linden Lane and SE Courtney Avenue. The "complete streets" project will provide an active transportation connection to the Trolley Trail multi-use path; two Tri-Met bus lines; a Title One School - Oak Grove Elementary School; two mobile home parks and several other high density housing units. The project is a Tier One Capital Project in the Transportation System Plan and a high priority project in the Safe Routes to School Action Plan for Oak Grove Elementary School. Applications are due June 21, 2019.

RECOMMENDATION

Staff respectfully requests approval to apply for Regional Flexible Funds Allocation (RFFA) funding through the Active Transportation category for SE Courtney Avenue and requests the BCC sign the attached letter of support for inclusion in the grant application.

Respectfully submitted,

Karen Buehrig
Long Range Planning Manager

June 13, 2019

Metro
600 NE Grand Ave
Portland, OR 97232

Re: 2022-2024 Regional Flexible Funds Allocation (RFFA) – Courtney Avenue Complete Streets

Dear Grant Selection Committee:

The Clackamas County Board of County Commissioners strongly supports the 2022-2024 Regional Flexible Funds Allocation (RFFA) grant application for complete streets improvements along SE Courtney Avenue. At our June 13, 2019 Business Meeting we approved the RFFA grant application submission. Through this approval we are authorizing the use of road funds to provide the required monetary match.

SE Courtney Avenue is a significant collector road in the urban, unincorporated area of Clackamas County. Currently there are no sidewalks so students from Oak Grove Elementary School and other people accessing neighborhood destinations are forced to walk within the shoulder bike lane, creating an unsafe situation for all users. SE Courtney Avenue improvements are included as a Tier 1 High Priority Capital Project in the county's Capital Improvement Plan and are on the Regional Transportation Plan's Financially Constrained project list.

We look forward to improving SE Courtney Avenue and providing our residents the needed infrastructure to safely bike, walk, take transit or drive to their destination.

Thank you for your time and consideration

Sincerely,

Chair Jim Bernard
Clackamas County Board of County Commissioners

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: Department of Transportation and Development Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Metro Regional Flexible Funds Allocation (RFFA)
Funding Source: Federal State Local: Metro _____
Requestor Information (Name of staff person initiating form): Scott Hoelscher
Requestor Contact Information: scotthoe@clackama
Department Fiscal Representative: Diedre Landon
Program Name or Number (please specify): Long Range Planning
Brief Description of Project:

This project involves construction of sidewalks and bike lanes on SE Courtney Ave. from SE River Road to SE McLoughlin Blvd. The project length is approximately 3,000 feet and includes 5 foot landscape strips; rain gardens for stormwater management; ADA compliant intersection curb ramps and a new crosswalk at the intersection of SE Linden Lane and SE Courtney Rd. The "complete streets" project will provide an active transportation connection to the Trolley Trail multi-use path; two Tri-Met transit lines; a Title One School - Oak Grove Elementary; two mobile home parks and several other high density housing units. The project is Tier One Capital Project in the Transportation System Plan and identified as a high priority project in the Safe Routes to School Action Plan for Oak Grove Elementary School.

Name of Funding (Granting) Agency: Metro

Agency's Web Address for Grant Guidelines and Contact Information:

Dan Kaempff - Principal Transportation Planner. Metro Resource Development Division 503-813-7559

daniel.kaempff@oregonmetro.gov

OR

Application Packet Attached: Yes No

Completed By: Scott Hoelscher May 22, 2019
Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 01/01/2020
CFDA(s), if applicable: _____
Announcement Date: _____ Announcement/Opportunity #: _____
Grant Category/Title: Regional Flexible Funds Allocation Max Award Value: \$5,033,325
Allows Indirect/Rate: _____ Match Requirement: 10.27%
Application Deadline: 06/21/2019 Other Deadlines: _____
Grant Start Date: 07/01/2021 Other Deadline Description: _____
Grant End Date: 08/30/2024
Completed By: _____ Program Income Requirement: _____
Pre-Application Meeting Schedule: N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

The mission of the Department of Transportation and Development is to provide transportation maintenance and construction, neighborhood enhancement, land use, planning, permitting and dog services to residents, property owners, businesses and the traveling public so they and future generations can experience and invest in a healthy, safe and livable community. This proposal addresses community health and safety of the traveling public by constructing sidewalks and bike lanes along SE Courtney Road which will allow students, families and the general public to safely travel to community destinations such as the Trolley Trail and Oak Grove Elementary.

2. What, if any, are the community partners who might be better suited to perform this work?

There are no community partners better suited to perform this work.

3. What are the objectives of this grant? How will we meet these objectives?

The objective of this grant is to provide pedestrian and bicycle facilities so residents can safely access community destinations by active modes of transportation. The objective will be met by constructing the facilities in accordance with the completed Safe Routes to School Action Plan and the adopted Transportation System Plan.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

The grant proposal does not directly fund an existing program. However, it supports the existing Safe Routes to School program by constructing a priority project at a Clackamas County Title One Schools: Oak Grove Elementary.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes. We will use existing Department of Transportation and Development staff for the program. No other staff is needed at this time.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

There are no partnerships required to deliver this infrastructure project. County staff will be responsible for project coordination and fiscal management.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project and no new staff will be needed to carry out the grant activities.

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will not create a new program. The grant is for a one-time funding for the construction of sidewalks and bike lanes.

Collaboration

1. List County departments that will collaborate on this award, if any.

The lead department for this project is the Department of Transportation and Development. No other departments will be involved in this project if awarded.

Reporting Requirements

1. What are the program reporting requirements for this grant?

It is expected that the program and task reporting requirements for this grant will be monthly progress reports. Contractor invoicing will be processed on a quarterly basis.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Cost documentation and task tracking is planned in order to evaluate the grant performance.

3. What are the fiscal reporting requirements for this grant?

Metro administers the Regional Flexible Funds Allocation program. Reporting requirements are performed via Zoom Grants and will be similar to other Metro administered grant awards.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes. This is an opportunity to obtain funding for a high priority project identified in the Transportation System Plan and Safe Routes to School Action Plan developed in partnership with Oak Grove Elementary School.

2. Are other revenue sources required? Have they already been secured?

A 10.27 % cash match is required for the Regional Flexible Funds Allocation (RFFA) grant. The cash match will be sourced from the county road fund.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

Yes, there is a 10.27 % match required. The cash match amount for the project is \$576,086

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes, this grant could cover some indirect costs associated with the construction project.

Program Approval:

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



DAN JOHNSON
DIRECTOR

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

June 13, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply for a
2022-2024 Regional Flexible Funds Allocation (RFFA) Grant for the
Clackamas County Regional Freight Intelligent Transportation System (ITS) – Phase 2B Project

Purpose/Outcome	Apply for Metro Regional Flexible Funds Allocation (RFFA) funding through the Regional Freight and Economic Development Initiatives grant category.
Dollar Amount and Fiscal Impact	The total project estimate is \$1,966,800 If the grant is awarded, the County would be responsible for the 10.27% (minimum) cash match of \$201,990.
Funding Source	County Road Fund will be used as the funding source to cover the 10.27% cash match.
Duration	October 2021 through September 2023.
Previous Board Action/Review	None.
Counsel Review	This item does not require Counsel Review. Finance has reviewed and approved the attached Life Cycle Form.
Strategic Plan Alignment	<ul style="list-style-type: none"> • Building strong infrastructure. • Ensuring safe, healthy and secure communities.
Contact Person	Bikram Raghubansh, Project Manager (503) 742-4706

In 2018, Clackamas County, with funding from initial RFFA grant allocation, completed the County's first Freight ITS Action Plan during Phase 1 of Clackamas County Regional Freight ITS Project. The goal of Freight ITS Action Plan is to address improvements to travel time reliability and safety of the regional freight system in known congested areas in Clackamas and Wilsonville industrial area. The strategies identified in the plan focuses on cost-effective smart ITS technology solutions focused at signalized intersections within the first and last mile arterial connections. Although Clackamas County was awarded approximately \$2.3 million (including local match) in the initial RFFA grant allocation, County's Freight ITS Action Plan identified approximately \$4 million of high-priority improvements with full implementation. With the initial RFFA grant funding, Phase 1 was completed with development of Freight ITS Action Plan and Phase 2, currently underway, project design and construction of partial implementation. The scope of Clackamas County Regional Freight ITS – Phase 2B Project is to complete the unfunded portion of intelligent transportation system strategies identified in the plan. To complete the full build out, County is seeking \$1,966,800 (including local match) from RFFA Regional Freight and Economic Development Initiatives grant category.

Applications are due June 21, 2019.

RECOMMENDATION

Staff respectfully requests approval to apply for Regional Flexible Funds Allocation (RFFA) funding through the Regional Freight and Economic Development category for Clackamas County Regional Freight ITS – Phase 2B Project and requests the BCC sign the attached letter of support for inclusion in the grant application.

Respectfully submitted,

Bikram Raghubansh
Project Manager
Transportation and Development

June 13, 2019

Metro
600 NE Grand Ave
Portland, OR 97232

**Re: 2022-2024 Regional Flexible Funds Allocation (RFFA) – Clackamas County
Regional Freight Intelligent Transportation System (ITS) – Phase 2B Project**

Dear Grant Selection Committee:

At a June 13, 2019 Business Meeting the Clackamas County Board of County Commissioners (BCC) approved the 2022-2024 Regional Flexible Funds Allocation (RFFA) grant application submission for the Clackamas County Regional Freight ITS Project – Phase 2B. At the same time the BCC authorized the use of general road funds to provide the required monetary match.

The Freight ITS – Phase 2B project is intended to complete the unfunded portion of ITS strategies identified in the 2018 County Freight ITS Action Plan. The list of strategies identified in the Action Plan focuses on co-effective smart ITS technology solutions to address safety and travel time reliability of the regional freight system in Clackamas and Wilsonville industrial area. Since the Action Plan focuses on signalized intersections within the first and last mile arterial connections, improvements will not be limited to County owned infrastructure. This plan focuses on multiple corridors on County, state highway (ODOT), and City of Wilsonville arterial corridors. To complete the full build out, County is seeking addition funds from RFFA Regional Freight and Economic Development Initiatives grant category.

The Clackamas County Board of County Commissioners is pleased to submit this letter of support for the County's 2022-2024 RFFA grant application. We look forward to improving safety and travel time reliability along the heavily used freight arterial corridors within Clackamas and Wilsonville industrial area.

Thank you for your time and consideration

Sincerely,

Chair Jim Bernard
Clackamas County Board of County Commissioners

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: Department of Transportation and Development Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Metro Regional Flexible Funds Allocation (RFFA)
Funding Source: Federal State Local: Metro _____
Requestor Information (Name of staff person initiating form): Bikram Raghubansh
Requestor Contact Information: bikramrag@clackamas.us
Department Fiscal Representative: Diedre Landon
Program Name or Number (please specify): Long Range Planning
Brief Description of Project:

The Clackamas County Freight ITS Project – Phase 2B is intended to complete the unfunded portion of intelligent transportation system (ITS) strategies identified in the County Freight ITS Action plan. In 2018, Clackamas County completed our very first Freight ITS Action Plan to address improvements to travel time reliability and safety of the regional freight system by reducing freight vehicle delay in known congested areas in Clackamas County by focusing on smart ITS technology solutions. The planning phase of this project considered two geographically study areas, the Clackamas Industrial Study Area and the Wilsonville Industrial Study Area and focused on the first and last mile arterial connections. In the project evaluation and screening process, Clackamas County identified six feasible ITS strategies with full implementation cost estimate of \$4.05 million. This total estimate for full build out exceeds the approximately \$2.3 million that is currently available for project design and construction. With 2022-2024 RFFA funding opportunity, an ask of **\$1,966,800** (with escalation cost) will be used to complete the full implementation of Clackamas County Freight ITS Action Plan.

Name of Funding (Granting) Agency: Metro

Agency's Web Address for Grant Guidelines and Contact Information:

Dan Kaempff - Principal Transportation Planner. Metro Resource Development Division 503-813-7559

daniel.kaempff@oregonmetro.gov

OR

Application Packet Attached: Yes No

Completed By: Bikram Raghubansh May 28, 2019
Date

**** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE ****

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 01/01/2020
CFDA(s), if applicable: _____
Announcement Date: _____ Announcement/Opportunity #: _____
Grant Category/Title: Regional Flexible Funds Allocation Max Award Value: \$1,764,810
Allows Indirect/Rate: _____ Match Requirement: 10.27%
Application Deadline: 06/21/2019 Other Deadlines: _____
Grant Start Date: 07/01/2021 Other Deadline Description: _____
Grant End Date: 08/30/2024 _____
Completed By: _____ Program Income Requirement: _____
Pre-Application Meeting Schedule: N/A

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

The mission of the Department of Transportation and Development is to provide transportation maintenance and construction, neighborhood enhancement, land use, planning, permitting and dog services to residents, property owners, businesses and the traveling public so they and future generations can experience and invest in a healthy, safe and livable community. This proposed project addresses safety, improvements to travel time efficiency, and supports industrial land use by implementing cost-effective technology solutions that ensure freight vehicles can safely and efficiently access the Clackamas and Wilsonville industrial areas with a focus on first and last mile. This grant funding will help with full deployment of freight related signal technologies as identified in Clackamas County Freight ITS Action Plan.

2. What, if any, are the community partners who might be better suited to perform this work?

There are no community partners better suited to perform this work.

3. What are the objectives of this grant? How will we meet these objectives?

The objective of this grant is to continue with phase 2B of Clackamas County Regional Freight ITS Deployment Plan. The following two primary operational objectives will be focused with this project in the two industrial areas:

- 1) Improve road safety by reducing the rate and severity of crashes associated with freight movement at signalized intersection by implementing truck priority at signalized intersections with new smart vehicle detection sensors,
- 2) Improve operations and congestion management by improving travel time reliability for freight by deploying new advanced traffic signal controllers with optimized signal timing, enhancement to traveler information, and traffic surveillance cameras.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

The grant proposal does not directly fund an existing program. However, it supports the full deployment of Freight related ITS strategies identified in Clackamas County Freight ITS Action Plan.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes. We will use existing Department of Transportation and Development staff for the program. No other staff is needed at this time.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Although, there are no partnerships required to deliver this infrastructure project, deployment of freight related technologies will expand to ODOT and City of Wilsonville owned infrastructure. Any ongoing maintenance of proposed technologies will be responsibility of ODOT and City of Wilsonville.

3. If this is a pilot project, what is the plan for sunsetting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is not a pilot project and no new staff will be needed to carry out the grant activities.

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will not create a new program. The grant is will complete the full build out of freight related technologies as identified in Clackamas County Freight ITS Action Plan.

Collaboration

1. List County departments that will collaborate on this award, if any.

The lead department for this project is the Department of Transportation and Development. No other departments will be involved in this project if awarded.

Reporting Requirements

1. What are the program reporting requirements for this grant?

It is expected that the program and task reporting requirements for this grant will be monthly progress reports. Contractor invoicing will be processed on a quarterly basis.

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Cost documentation and task tracking is planned in order to evaluate the grant performance.

3. What are the fiscal reporting requirements for this grant?

Metro administers the Regional Flexible Funds Allocation program. Reporting requirements are performed via Zoom Grants and will be similar to other Metro administered grant awards.

Fiscal

1. Will we realize more benefit than this grant will cost to administer?

Yes. This is an opportunity to obtain funding for a high priority project identified in the Freight ITS Action Plan.

2. Are other revenue sources required? Have they already been secured?

A 10.27 % cash match is required for the Regional Flexible Funds Allocation (RFFA) grant. The cash match will be sourced from the county road fund.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

Yes, there is a 10.27 % match required. Total project estimate for Clackamas County Regional Freight ITS Project - Phase 2B is \$1,966,800. Grant request is for \$1,764,810 (89.73%) and a cash match amount for \$201,990 (10.27%).

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes, this grant could cover some indirect costs associated with the construction project.

Program Approval:

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



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 North Santiam Paving Company for the
Beavercreek Paving Package**

Purpose/Outcomes	This Contract will resurface 5.4 miles of roads. It will resurface portions Beavercreek Road between Upper Highland Road and Henrici Road with asphalt.
Dollar Amount and Fiscal Impact	Contract value is \$2,009,446.25
Funding Source	215-7433-00-424423-RM2019-789 Beavercreek Road Fund
Duration	Contract execution through December 31, 2019
Previous Board Action	None
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Approval	June 5, 2019
Contact Person	Vince Hall, Project Manager 503-650-3210

Background:

The Beavercreek Road Paving Project will resurface about 5.4 miles of road to include: Resurfacing a portion of Beavercreek Road between Upper Highland Road and Henrici Road with asphalt. Beavercreek Road has an average daily traffic of 11,000 vehicles per day and is classified as a major arterial.

This project will include, but not be limited to: placing approximately, 21,500 tons of asphalt; grinding about 14,000 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than August 30, 2019, with final completion no later than December 31, 2019.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 20, 2019. Bids were opened on May 7, 2019. The County received four (4) bids: Brix Paving, \$2,509,518.75; North Santiam Paving Company, \$2,009,446.25; Knife River Corporation, \$2,508,208.00 and Eagle-Elsner, Inc., \$2,214,466.00. After review of the bids, North Santiam Paving Company was determined to be lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with North Santiam Paving Company for the Beaver Creek Paving Package.

Sincerely,

Randall A. Harmon
Transportation Operations Manager

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **North Santiam Paving Co.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2019-25 Beaver Creek Road Paving Project**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **two million nine thousand four hundred forty-six dollars and twenty-five cents (\$2,009,446.25)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addendum #1
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

2. Representatives.

Contractor has named Pete Sipos as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Vince Hall as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Pete Sipos shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Job Superintendent: Jeff Bensing shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: August 30, 2019

FINAL COMPLETION DATE: September 30, 2019

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions and item 2 of Supplemental General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to

Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this

Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Required Terms.

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an 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.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 11.1.1. \$1,000.00 per Calendar day past the Substantial Completion date.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
North Santiam Paving Co.
P.O. Box 516
Stayton, Oregon 97383

Contractor CCB # 53247 Expiration Date: 04/27/2021
Oregon Business Registry # 104940-11 Entity Type: DBC State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

North Santiam Paving Co.

Clackamas County

Authorized Signature Date

Chair Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel Date

DRAFT

Approval of Previous Business Meeting Minutes:

May 9, 2019

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, May 9, 2019 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. CITIZEN COMMUNICATION

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

1. Les Poole, HB2020, carbon reduction bill and the affects it will have here in Clackamas County. Asked for an update/overview regarding the budget. .

~Board Discussion~

II. BOARD DISCUSSION ITEM

County Counsel

1. Briefing by the City of Happy Valley Related to the Happy Valley Urban Renewal Plan Proposal - *this item relates to the next item, Public Hearing 1.*

Nate Boderman, County Counsel stated this presentation is at the request from the City of Happy Valley to present information to you regarding a proposed urban renewal plan. It also fulfills the statutory requirement for the formation of an Urban Renewal district that the governing body of effective taxing districts has the opportunity to be consulted on these and to ask questions. It also relates to the public hearing regarding amending the Clackamas industrial area development plan. He introduce Mayor Tom Ellis, Ben Bryant, Assistant City Administrator and Elain Howard, Consultant.

Mayor Tom Ellis, Ben Bryant and Elain Howard presented a PowerPoint presentation regarding the Happy Valley urban renewal plan proposal.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

III. PUBLIC HEARING

1. First Reading of **Ordinance No. 02-2019** Amending the Clackamas Industrial Area Development Plan - *Second Reading scheduled for 6-13-19*

Nate Boderman, County Counsel and Dave Queener, Development Agency presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and asked if anyone would like to speak.

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

1. Les Poole, Gladstone – concerns regarding Damascus and Hwy 212 and use caution moving forward. He asked if includes connecting 172nd to 190th.
2. Ben Bryant – stated the transfer of jurisdictions will come late.

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we read the Ordinance by title only.

Commissioner Savas: Second.

~Board Discussion~ <https://www.clackamas.us/meetings/bcc/business>

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-1.

The Clerk assigned Ordinance No. 02-2019 and read the ordinance by title only.

Chair Bernard announced the second reading will be on Thursday, June 13, 2019 at our regular scheduled Business meeting at 10 AM.

IV. CONSENT AGENDA

Chair Bernard announced that consent item B.1 was removed for further staff review. He asked the Clerk to read the consent agenda by title, then asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the Consent Agenda as amended.

Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

A. Health, Housing & Human Services

1. Approval of a Construction Contract with Clackamas Construction, Inc. for the E. Clarendon Street Project in Gladstone – *Community Development*
2. Approval for the Public Health Division to Apply for the US Department of Justice, Comprehensive Opioid Abuse Site-based Program Funding Opportunity - *Public Health*

B. Department of Transportation & Development

1. **REMOVED** - Execution of a Purchase and Sale Agreement to Acquire Property on Springwater Road

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with North Clackamas School District for School Resource Officers in the 2018-19 School Year - *ccso*

D. Public & Government Affairs

1. Approval of Agreement between Clackamas County and CTV Channel 5 (CTV5), a Public Access Center in Canby

V. DEVELOPMENT AGENCY

1. **Resolution No .2019-52** Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the SE Capps Road Terminus Project and Authorizing Negotiations and Eminent Domain Actions
2. Execution of an Assignment, Assumption, Consent and Amendment to Disposition Agreement, and Authorization to Execute a Post-Closing Escrow and Development Agreement and an Escrow Holdback Agreement for Property Located at 11627 SE Capps Road-Clackamas Industrial Area

VI. WATER ENVIRONMENT SERVICES

1. Approval of Amendment No.1 to the Intergovernmental Agreement between Portland State University and Water Environment Services to Move Forward with Oregon Consensus

VII. COUNTY ADMINISTRATOR UPDATE

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

VIII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:43 AM

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>



John S. Foote, District Attorney for Clackamas County

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

June 13, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of
AGREEMENT #19289 COOPERATIVE AGREEMENT FOR CHILD SUPPORT SERVICES

Purpose/Outcomes	The District Attorney's implementation of its child support services in accordance with applicable federal law. The objectives of the District Attorney's Child Support Program are to (1) locate non-custodial parents, (2) establish paternity, (3) obtain child, spousal and medical support, (4) distribute support payments, and (5) enforce the support obligations owed by noncustodial parents for their children.
Dollar Amount and Fiscal Impact	The District Attorney's Office is reimbursed for 66% of actual Allowable Costs necessarily incurred and paid by the District Attorney, to operate the Program during the term of this Agreement. In addition, an average of \$200,000 in incentive funds is collected annually, as determined by OAR 137-055-1500. Incentive funds may be used solely for reinvestment in the Program.
Funding Source	US Department of Health and Human Services under Federal Title IV-D of the Social Security Act through the Oregon DOJ and State General Funds through the Oregon DOJ.
Duration	July 1, 2019 – June 30, 2023
Previous Board Action/Review	Approved Agreement #15421 to DOJ Cooperative Agreement Child Support Enforcement on June 25, 2015, which extended the agreement for another four years.
Strategic Plan Alignment	The District Attorney's Office collects well over \$20 million dollars a year in child support payments. Every dollar collected through the program goes directly to the custodial parent for the benefit of the minor child or children.
Counsel Review	June 13, 2019
Contact Person	Sarah Dumont, Sr. Deputy District Attorney – District Attorney's Office – 503-655-8309

BACKGROUND:

The Clackamas County District Attorney's Office Child Support Enforcement program provides parents with minor children legal assistance in establishing, modifying and collecting child support, and medical support and with legally establishing paternity.

The District Attorney's Family Support staff work cooperatively and collaboratively with all Oregon county jurisdictions, state and federal agencies, with all 50 states and foreign governments in the establishment and collection of child support and medical coverage.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached contract between Clackamas County and the Children's Center of Clackamas County as submitted.

Respectfully submitted,

John S. Foote
District Attorney

AGREEMENT 19289

DEPARTMENT OF JUSTICE COOPERATIVE AGREEMENT CHILD SUPPORT SERVICES

This Department of Justice Cooperative Agreement is entered into by the State of Oregon acting by and through its Department of Justice (“Department”), Clackamas County (“Subrecipient”), and the District Attorney for Clackamas County (“DA”).

RECITALS

1. ORS 180.345 sets forth, in relevant part:
 - (1) The Department of Justice is responsible for the administration, supervision and operation of the program authorized by Title IV-D of the Social Security Act (42 U.S.C. 651 et seq.), hereinafter the Child Support Program. The Administrator of the Division of Child Support of the Department of Justice is the Child Support Program Director for the State of Oregon.
 - (2) The Department of Justice, by and through the director, may:
 - (a) Enter into cooperative agreements with appropriate courts, law enforcement officials, district attorneys, Indian tribes or tribal organizations and state agencies to provide assistance in carrying out Child Support Program services and any other matters of common concern[.]
2. Department receives financial assistance from the United States Department of Health and Human Services under Title IV-D of the Social Security Act to administer the State Plan (“Federal Financial Participation”).
3. Department is the single state agency designated by the Governor to implement and administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services (“the State Plan”) in accordance with Title IV-D of the Social Security Act.
4. ORS 180.345(2) and ORS 25.080(7) authorize Department, Subrecipient, and DA to enter into a cooperative agreement to provide for DA’s implementation of its child support services in accordance with applicable federal law.
5. The State Plan, consistent with ORS 25.080, assigns responsibility for certain child support services to DA and provides for the subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of child support services that fall within the responsibility of DA.
6. Department, Subrecipient, and DA desire to enter into this cooperative agreement in accordance with ORS 25.080(7) to provide for DA’s implementation of its child support services in accordance with applicable federal law and to provide for the Department’s subgrant of a portion of the Federal Financial Participation to Subrecipient to support the delivery of the child support services that fall within the responsibility of the DA under ORS 25.080.

The parties agree as follows:

AGREEMENT

1. Effective Date and Term. This Cooperative Agreement (“Agreement”) shall become effective on the date this Agreement is fully executed by all parties and approved as required by applicable law and applies to activities during the Funds Availability Period (as defined in Section 2.d). This Agreement expires on the earlier of the date of last payment or August 1, 2023 (“Expiration Date”).

2. Grant.

a. Base Grant. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient, from financial assistance the Department receives from the United States Department of Health and Human Services under Title IV-D of the Social Security Act (“Federal Financial Participation”) to administer the State Plan for Collection of Child Support and Establishment of Paternity and approved by United States Department of Health and Human Services in accordance with Title IV-D of the Social Security Act (“State Plan”), an amount (the “Base Grant”) no greater than the actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or by Subrecipient from funds other than those appropriated to the DA, during the term of this Agreement to operate the Program (as defined below). The Base Grant moneys may be used solely to deliver child support services that fall within the responsibility of the DA under ORS 25.080, as further described in Exhibit A, attached hereto and incorporated herein by “Program”.

b. Incentive Funding. In addition, in accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (the “Incentive Funding”) equal to Subrecipient’s share of the incentive payments the Department receives from the United States Department of Health and Human Services based on implementation of the State Plan. The Incentive Funding shall equal Subrecipient’s share of the incentive payments received from the United States Department of Health and Human Services, as determined in accordance with OAR 137-055-1500 and with input from the Oregon District Attorney Representatives. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35. Department will develop the overall estimated revenue from incentives to be included in the Program budget request. The Base Grant and the Incentive Funding, collectively, are referred to as “Grant.”

c. General Fund Appropriation. In accordance with the terms and conditions of this Agreement, Department shall subgrant to Subrecipient an additional amount (“General Fund Funding”) equal to Subrecipient’s share of the applicable General Fund Budget Appropriation the Department receives during the Legislatively Approved Budget Process. The General Fund Funding shall equal Subrecipient’s share of the relevant appropriation, as determined in accordance with the distribution formula outlined in OAR 137-055-1500.

d. Funds Availability. The Base Grant, Incentive Funding, and General Fund Appropriation are available for Program activities commencing July 1, 2019, and ending on June 30, 2023 (Funds Availability Period).

3. Disbursement and Recovery of Grant Moneys.

a. Disbursement Generally.

i. Base Grant. Subject to Sections 2 and 3(b), Department shall disburse the Base Grant moneys to Subrecipient quarterly after the end of each calendar quarter falling in whole or in part during the period commencing on July 1, 2019 and ending on the termination date of this Agreement. Quarterly disbursement will be made within 30 days after Department’s receipt of Subrecipient’s invoice for that quarter. If an invoice is submitted less frequently than quarterly, the disbursement payment may be delayed until the next quarter. Each disbursement shall be in an amount equal to the actual Allowable Costs (as defined below) necessarily incurred and paid by Subrecipient or DA during the quarter in

operating the Program, less enforcement fees or other fees received by Subrecipient or DA with respect to the Program during the quarter, as evidenced by satisfactory documentation multiplied by the federally-authorized rate of federal financial participation set by the United States Department of Health and Human Services in accordance with 42 USC 655.

ii. Incentive Funding. In addition to disbursement of the Base Grant moneys to Subrecipient in accordance with Section 3(a)(i) above but subject to Sections 2 and 3(b), Department shall disburse the Incentive Funding moneys to Subrecipient in accordance with OAR 137-055-1500.

(a) Incentive disbursements must be used within five years from the Grant year or remaining balances will be used within the Program. Subrecipient is notified each quarter of its unclaimed incentive amounts.

(b) Subrecipient cannot request a disbursement of incentives in an amount that is greater than qualified expenses in that quarter.

(c) In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

iii. General Fund. In addition to disbursement of the Base Grant and Incentive Funding moneys to Subrecipient, in accordance with Section 3(a)(i) and 3(a)(ii) above but subject to Sections 2 and 3(b), Department shall disburse the General Fund moneys to Subrecipient in accordance with the distribution formula outlined in OAR 137-055-1500.

b. Conditions Precedent to Disbursement. Department's obligation to disburse Grant moneys to Subrecipient under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. Department has received sufficient funding, appropriations, and other expenditure authorizations to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Department has received sufficient Federal Financial Participation, including Incentive Funding, and General Fund Appropriation to allow Department, in the exercise of its reasonable administrative discretion, to make the disbursement.

iii. No Subrecipient or DA default as described in Section 9 has occurred.

iv. With respect to the disbursement of Base Grant moneys only, Department has received a quarterly invoice for the disbursement accompanied by satisfactory documentation evidencing the Allowable Costs for which Subrecipient is seeking reimbursement (to the extent provided for in Section 3.a.i).

v. With respect to the disbursement of Incentive Funding and State General Fund moneys only, Subrecipient and DA are operating the Program, reimbursement documents for the last completed Federal Fiscal Year have been submitted and accepted by the Program and the operating Subrecipient budget for the current fiscal year has been submitted and accepted by the Program.

c. Recovery of Grant Moneys. In addition to any other remedies that may be available to Department in the event DA or Subrecipient fails to comply with the terms of this Agreement, Department may recover, in accordance with ORS 25.080(7)(b), the amount of any payments made to Subrecipient of federal funds, under Title IV-D of the Social Security Act, that are, as a result of DA's or Subrecipient's actions or omissions, later excepted, deferred, disallowed, or unsupported as part of a federal or state audit or review. Funds will be recovered from the next disbursement or as mutually agreed

by parties. Notwithstanding the immediately preceding sentence, Department may not recover excepted, deferred, or disallowed payments that arise solely from (i) external problems beyond the control of Subrecipient or DA; (ii) DA or Subrecipient actions or omissions that are consistent with relevant administrative rules of the Department's Division of Child Support, relevant approved procedures of the Department's Division of Child Support, or relevant policy advice from the Child Support Program Policy Team; (iii) the failure of Department to perform its obligations under Section 7 hereof; or (iv) any combination of the foregoing.

4. Use of Grant Moneys.

a. Base Grant. The Base Grant moneys are available solely to cover actual Allowable Costs (as defined below) necessarily incurred and paid by DA, or Subrecipient from non-federal funds including those appropriated to the DA, to operate the Program during the term of this Agreement. Allowable Costs are those defined in 45 CFR Part 75, Subpart F (audit requirements), except to the extent otherwise limited or excluded by the terms of this Agreement. Allowable Costs include the following:

i. Personal Services: Salaries and fringe benefits of employees of DA and Subrecipient who operate the Program. If an employee spends only part of his or her time on Program operations, that employee's salary and fringe benefit costs must be equitably distributed among the Program and the employee's other activities, based on the relative amount of employee time and effort devoted to each activity. Subrecipient must maintain time distribution records in accordance with 45 CFR Part 75, Subpart F (audit requirements) for employees who only spend a portion of their time on Program operations. Upon request, Subrecipient and DA shall furnish Department with copies of the time distribution records and a description of the formula or method used by Subrecipient or DA to determine the distribution of salary and fringe benefit costs.

ii. Materials and Contracted Services: The costs of materials and contracted services used in locating noncustodial parents, establishing paternity, and establishing, modifying, and enforcing support obligations.

iii. Administrative Costs: Administrative costs incurred by Subrecipient and DA in operating the Program, but only to the following extent:

(a) If Subrecipient has prepared a direct cost plan, to the extent and in accordance with the direct cost plan;

(b) If Subrecipient has prepared an indirect cost plan, to the extent and in accordance with the indirect cost plan; or

(c) If Subrecipient has not prepared either a direct cost plan or an indirect cost plan approved by the State Program or the Federal Government, the federal de minimis indirect cost rate as defined in 45 CFR 75.414 (f) is used. The de minimis for this purpose is defined as 10% of modified total direct costs ("MTDC"). MTDC includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, and the portion of each subaward and subcontract in excess of \$25,000.

As described in §75.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time with the Federal Government. Rates with the State Program are negotiated annually with the submission of the Subrecipient's budget.

iv. Capital Outlay: The cost of equipment or furniture with a unit cost in excess of \$5,000, if approved in advance by Department. The full cost of automatic data processing equipment with a unit cost of less than \$25,000 that is used exclusively in Program operations is an Allowable Cost during the quarter in which the equipment is purchased and paid for. All other capital acquisitions must be depreciated and the costs of those capital acquisitions are Allowable Costs in a quarter only to the extent of the depreciation during that quarter. Subrecipient must maintain records of all capital acquisitions whose costs are covered in whole or in part by Grant moneys. Subrecipient may use any generally accepted method of computing depreciation but the method of computing depreciation must be consistently applied for any specific asset or class of assets and must result in equitable charges considering the extent of use of the assets. Subrecipient shall furnish property records and depreciation schedules to Department upon request.

b. Incentive Funding. The Incentive Funding moneys may be used solely for reinvestment in the Program, as reinvestment is defined in 45 CFR 305.35, in accordance with 45 CFR Part 75, Subpart F (audit requirements).

5. Records Maintenance, Audit, Access, and Confidentiality.

a. Maintenance of Records. Subrecipient shall document the use of all Grant moneys disbursed by Department under this Agreement and shall maintain such additional fiscal and other records related to this Agreement as may be required by applicable law. Specifically, but without limiting the generality of the preceding sentence, Subrecipient must maintain records of revenue and fees collected, expenditures made and costs incurred in operating the Program, and other such records as may be required by Department or the United States Department of Health and Human Services.

b. Audits Generally. The Grant moneys disbursed to Subrecipient under this Agreement are federal funds received by Department from the United States Department of Health and Human Services under the Department's Child Support Enforcement Title IV-D Grant, whose CFDA Number is 93.563, and are subject to 45 CFR Part 75, Subpart F. Subrecipient shall comply with 45 CFR Part 75, Subpart F as applicable. If Subrecipient must have an audit performed in accordance with 45 CFR Part 75, Subpart F, Subrecipient shall notify Department in writing promptly after Subrecipient determines that it must have such an audit and Subrecipient shall report the Grant moneys received hereunder as pass-through funds on Subrecipient's Schedule of Expenditures of Federal Awards, and promptly after completion of the audit shall furnish Department with a written copy of all audit findings applicable to Subrecipient's Program or the Oregon Child Support Program (as defined in Section 6.a.) or notify Department in writing that the audit resulted in no findings applicable to Subrecipient's Program or the Oregon Child Support Program.

c. Compliance Audits. Subrecipient shall assist in all compliance audits of Subrecipient's Program or the Oregon Child Support Program conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, or their authorized representatives.

d. Accounting. Unless applicable federal law requires Subrecipient to utilize a different accounting system, Subrecipient shall create and maintain all fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their authorized representatives, to verify how the Grant moneys were used.

e. Retention of Records. Subrecipient shall retain and keep accessible all books, documents, papers, and records (whether in electronic or hard copy form) that are directly related to this Agreement or the Grant moneys for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient shall retain the records until the questions are resolved.

f. Access to Records and Facilities. The Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Subrecipient that are directly related to this Agreement or the Grant moneys provided hereunder, including but not limited to the books, documents, papers and records described in 45 CFR 305.65, for the purpose of making audits and examinations, including but not limited to audits required by 45 CFR Part 75, Subpart F. In addition, the Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, and the federal Office of Child Support Enforcement to perform site reviews of all services delivered as part of the Program. Subrecipient or DA shall facilitate and participate in physical site reviews of DA's or Subrecipient's facilities, records storage facilities, or any Oregon Child Support Program facilities, conducted by Department, the Secretary of State's Office of the State of Oregon, the United States Department of Health and Human Services, the federal Office of Child Support Enforcement, the Internal Revenue Service, or their authorized representatives. Site reviews are scheduled on an 18 month rotation. On the basis of site reviews, specific corrective measures may be required of DA and Subrecipient where Subrecipient or DA is found noncompliant with applicable requirements of state or federal regulatory entities and may require a more frequent site review schedule.

g. Non-Disclosure and Confidentiality Obligations. Subrecipient and DA must comply with all non-disclosure and confidentiality obligations. Subrecipient and DA must comply with all applicable laws, including without limitation ORS 646A.600 through 646A.628, the Oregon Consumer Identity Theft Protection Act. The use and disclosure of case information and other confidential information is strictly limited to performance of the Services required under this Agreement.

Subrecipient and DA agree to comply with all reasonable requests to ensure the confidentiality and non-disclosure of the confidential information, including without restriction:

i. Obtaining confidentiality and non-disclosure agreements for every current and new employee, in a form approved by Department from each employee and agent who performs Services under this Agreement.

ii. Performing criminal background checks on each employee and agent who perform services under this agreement.

h. Confidentiality. In operating the Program, Subrecipient and DA shall comply with 42 USC § 654(26), 26 USC § 6103, 45 CFR 303.21, ORS 25.260 and 412.094, OAR 137-055-1140, and all other applicable laws relating to confidentiality.

6. Coordination of State Plan Implementation and Administration.

a. Federal Coordination. The parties agree and acknowledge that the Program is part of the overall child support program administered by Department throughout the State of Oregon in accordance with the State Plan, ORS 25.080 and Title IV-D of the Social Security Act (the "Oregon Child Support Program"). The parties further agree and acknowledge that the director of the Department's Division of Child Support is the Oregon IV-D Director (the "Oregon Child Support Program Director") and that the Oregon Child Support Program Director is responsible for direct coordination of Oregon Child Support Program activities with other states and the federal government, and for necessary coordination with the United States Department of Health and Human Services. The parties further agree and acknowledge that the Department is responsible for communications, on behalf of the Oregon Child Support Program, with the federal government related to law, proposed or pending legislation, regulations, policies, and procedures concerning Title IV-D of the Social Security Act. If Subrecipient or

DA wishes to communicate, on behalf of the Oregon Child Support Program, with the federal government regarding such matters, Subrecipient or DA, as the case may be, must consult with the Oregon Child Support Program Director prior to making such communication. Department will provide to Subrecipient and DA, in a timely manner, all relevant information concerning any new federal policies, requirements, and procedures relating to any aspect of child support or the Oregon Child Support Program. This Section 6.a. is not intended, and shall not be construed as giving, the Department the authority to prevent Subrecipient and DA from communicating with the federal government. Rather, the purpose of this Section 6.a. is to support the Oregon Child Support Program Director's responsibility to administer a coordinated Oregon Child Support Program, by making the Oregon Child Support Program Director aware of such communications on behalf of the Oregon Child Support Program.

b. Policy and Procedure Coordination. Department, Subrecipient, and DA shall cooperate in the creation and maintenance of procedures for the purpose of establishing and revising policies, procedures, and proposed legislation relating to the Oregon Child Support Program that affects the parties to this Agreement. Department, Subrecipient, and DA shall provide to each other party to this Agreement advance copies of policy and legislative proposals, including proposed administrative rules and draft legislation. If DA pursues legislation independent of the Oregon Child Support Program, DA will consult with the Oregon Child Support Program Director and coordinate such legislation with the Oregon Child Support Program Director to the fullest extent possible. Nothing herein seeks to preclude DA, either directly or through the Oregon District Attorneys Association, or any other party to this Agreement, from seeking or opposing legislation deemed to have an effect on that party. If Subrecipient or DA attempts to influence federal legislation, Subrecipient or DA, as the case may be, shall file any reports required under the federal "Truth in Lobbying Act" (31 USC 1352) or other applicable federal law.

c. Information Systems Access and Database Coordination.

i. Subject to the conditions set forth below, Department shall provide DA and Subrecipient with access to the Department's federally certified Child Support System, ("Origin") or any federally certified successor system, via a mutually agreed connection, for computer terminals, printers and ancillary information technology equipment installed in the appropriate offices designated by DA or Subrecipient for the purpose of operating the Program. In connection with Origin access, Department shall provide Subrecipient and DA with the Department's policies, procedures, and technical information regarding access to Origin; related and necessary software' assistance in the installation of computer terminals, printers, and ancillary information technology equipment necessary to access Origin, as reasonably necessary, and; technical assistance, as reasonably requested, in accessing and using Origin programs and information in the database, including support for generation of automated forms, printer connectivity, and caseload distribution, all in accordance with the terms and conditions of this Agreement. Subrecipient and DA may access Origin and child support confidential information contained therein solely for the purpose and to the extent necessary to operate the Program and consistent with all federal and state laws, rules, regulations and policies including, but not limited to, those governing the confidentiality and security of the information contained in Origin. Department's obligation to provide the DA and Subrecipient with access to Origin is subject to satisfaction of each of the following conditions precedent:

- (a)** Origin is operational.
- (b)** Provision of such access will not degrade the service provided to other users of Origin.
- (c)** Subrecipient assumes the reasonable cost of providing the information systems and database service.
- (d)** Subrecipient purchases, installs, and maintains, at its expense (except to the extent such expenses are Allowable Costs), computer terminals, printers, and other ancillary information technology equipment, necessary to access Origin, in a secured location and limits access to

that location, to the equipment, and to the records of various State of Oregon agencies available in Origin to authorized Subrecipient and DA personnel who have a need to access Origin to operate the Program.

(e) The computer technology and software used by Subrecipient and DA to access information in Origin is compatible with Origin computer technology configuration and will not adversely impact operation of the Oregon Child Support Program.

ii. Safeguards for Protecting Federal Tax Information. In operating the Program, Subrecipient and DA shall comply with IRS Publication 1075, Tax Information Security Guidelines for Federal, State, and Local Agencies and Entities, specifically “Exhibit 7”, attached hereto as Exhibit B.1, and shall safeguard federal tax returns and return information. Any unauthorized disclosure or unauthorized access to federal tax information is subject to criminal and civil sanctions in IRS Publication 1075. For purposes of this Section 6(c)(ii), references in Exhibit B.1 to “Contract” are to this Agreement and references to “Contractor” are to Subrecipient and DA, collectively.

iii. Safeguards for protecting Federal Parent Locator Service (FPLS) data and child support confidential information. In operating the Program, Subrecipient and DA shall comply with the security requirements set forth in the OCSE Security Agreement regarding information systems that transmit, store, and process National Directory of New Hires, Federal Parent Locator Service, and child support confidential information. Child support confidential information includes, but is not limited to, an individual’s Social Security number, residential and mailing addresses, employment information, and financial information as set forth in CFR 303.21(a).

iv. Safeguards for protecting Personal Identifiable Information (PII). In operating the Program, Subrecipient and DA shall comply with the security and notification requirements set forth in the Oregon Consumer Identity Theft Information Act ORS 646A.600-622 regarding entities that own, license, maintain, store, manage, collect, process, acquire or otherwise possess personal information, and for vendors that provide services to covered entities. Confidential information includes, but is not limited to, an individual’s Social Security number, residential and mailing addresses, employment information, financial information, and online account information as set forth in ORS 646A.602

v. Incident Response. Upon learning of any information security incident, the Subrecipient or DA shall immediately notify Department at the contact listed below:

(a) Child Support Program Security Incident Response Team during business hours at ChildSupportIncidentResponse@doj.state.or.us.

7. Department Obligations. In addition to Department’s obligation to disburse the Grant moneys to Subrecipient in accordance with the terms and conditions of this Agreement, Department shall:

a. Act as the liaison to federal Office of Child Support Enforcement (“OCSE”) with respect to the Oregon Child Support Program activities in Oregon.

b. Adopt administrative rules to govern and provide overall policy direction for the Oregon Child Support Program, after solicitation and consideration of DA suggestions and in consultation with Program stakeholders.

c. As necessary to meet federal requirements, conduct self-assessment audits of child support cases handled by the DA as part of the Program.

d. Prepare and submit to OCSE the reports required by 42 USC § 655 and 45 CFR § 301.15, with respect to overall Program activities in Oregon.

e. Based on and to the extent of information entered into Origin computerized database by DA or Subrecipient, maintain support payment records and provide billing, receipting, depositing,

distribution, accounting, and record-keeping services for payments on all child support cases handled by the DA as part of the Program.

f. Provide certain centralized services for child support cases handled by the DA as part of the Program, including but not limited to, automated aspects of tax refund offset, financial institution data matching, income withholding, location of parents,

g. Encourage DA participation in committees, subcommittees, and workgroups formed by Department to consider and recommend changes to the Oregon Child Support Program to improve its operation.

h. Prepare and furnish to Subrecipient and DA copies of the quarterly federal 396 and 34A reports and the annual federal 157 reports and well as periodic reports on the performance of the Oregon Child Support Program on the performance measures that impact the Incentive Funding.

i. Prepare and submit to the applicable regulatory entity any required report with respect to relevant compliance activities in Oregon by the Oregon Child Support Program.

j. Develop, monitor and certify annual training requirements for Subrecipient and DA staff who perform services under this agreement.

8. Reporting Requirements. In addition to any other reports required by applicable law, Subrecipient and DA shall submit to Department the following:

a. All information on the Program required by Department to complete and submit in a timely manner the reports identified in Section 7(d).

b. Information regarding all child support cases undertaken by DA or Subrecipient for entry into the data system used by Department for the provision of child support billing, collection, accounting, distribution, and automated child support activities.

c. Narrative information on all child support services provided by DA and Subrecipient, all child support actions taken by DA and Subrecipient, and significant contacts by DA and Subrecipient with parties involved in a child support case. This information must be entered electronically directly into Origin.

9. Subrecipient and DA Default.

a. Subrecipient shall be in default under this Agreement upon the occurrence of any of the following events:

i. Subrecipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein, and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty, or statement made by Subrecipient in this cooperative agreement or in any documents or reports relied upon by Department to evaluate Subrecipient's compliance with this Agreement, the expenditure of Grant moneys, or the performance by Subrecipient under this Agreement is untrue in any material respect when made and Subrecipient does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

iii. Subrecipient (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property; (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a

voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code; or (viii) takes any action for the purpose of effecting any of the foregoing; or

iv. A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of debts, of Subrecipient; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of 60 consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. DA shall be in default under this Agreement upon the occurrence of any of the following events:

i. DA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice.

ii. Any representation, warranty or statement made by DA in this cooperative agreement or in any documents or reports relied upon by Department to evaluate DA's compliance with this Agreement, the expenditure of Grant moneys, or the performance by DA under this Agreement is untrue in any material respect when made and DA does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to Department within 30 days after the written notice;

10. Department Default. Department shall be in default under this Agreement upon the occurrence of any of the following events:

a. Department fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein and does not correct such failure within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice; or

b. Any representation, warranty, or statement made by Department herein is untrue in any material respect when made and Department does not correct such inaccuracy, and address any consequences thereof within 90 days of written notice thereof, in accordance with a corrective action plan submitted to DA within 30 days after the written notice.

11. Termination.

a. Department Termination. Department may terminate this Agreement:

i. Upon 90 calendar days advance written notice to Subrecipient and DA;

ii. Effective upon written notice to Subrecipient and DA, if Department does not obtain funding, appropriations, and other expenditure authorizations from federal, state or other sources sufficient to satisfy its performance obligations under this Agreement, as determined by Department in the reasonable exercise of its administrative discretion;

iii. Effective upon written notice to Subrecipient and DA if Oregon statutes or federal laws, regulations, or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that the Department no longer has the authority to satisfy its performance obligations under this Agreement or no longer has the authority to provide the Grant moneys from the funding source it had planned to use;

iv. Upon 30 days advance written notice to Subrecipient and DA, if Subrecipient or DA is in default under this Agreement; or

v. Effective upon written notice to Subrecipient and DA, if any license or certificate required by law or regulation to be held by Subrecipient or DA to satisfy its performance obligations under this Agreement is for any reason denied, revoked, suspended, or not renewed.

b. DA Termination. After consultation with Subrecipient, DA may terminate this Agreement:

i. Upon at least 90 calendar days advance written notice to Department and Subrecipient;

ii. Effective upon written notice to Department and Subrecipient, if DA fails to receive from Subrecipient sufficient appropriations, limitations, or other expenditure authority to permit DA to satisfy its performance obligations under this Agreement, as determined by DA in the reasonable exercise of its administrative discretion;

iii. Upon 30 calendar days advance written notice to Department and Subrecipient, if Department is in default under this Agreement; or

iv. Effective upon written notice to Department and Subrecipient, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that DA no longer has the authority to satisfy its obligations under this Agreement.

12. Effect of Termination.

a. Rights and Obligations. Upon termination of this Agreement, all rights and obligations of the parties arising under this Agreement shall end, except those rights and obligations described in Section 12.b and 12.c.

b. Final Incentive Award. In the event that this agreement is terminated, Subrecipient's final Incentive Funding disbursement must be reviewed and approved by the Department to ensure Subrecipient has sufficient qualified expenses.

c. Survival. Notwithstanding Section 12.a., termination of this Agreement shall not affect Subrecipient's or DA's obligations under this Agreement or Department's right to enforce this Agreement against Subrecipient and DA in accordance with its terms, with respect to Grant moneys actually received by Subrecipient under this Agreement. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Subrecipient's and DA's representations and warranties, reporting obligations, obligations regarding use of the Grant moneys, record-keeping, audit, access and confidentiality obligations, obligations to comply with applicable federal requirements, or the Department's right to recover from Subrecipient, in accordance with the terms of this Agreement, any Grant moneys actually received by Subrecipient. In addition, termination of this Agreement shall not affect Department's obligation to reimburse Subrecipient, or Subrecipient's right to obtain reimbursement from Department, in accordance with and at rates set forth in Section 3.a. of this Agreement, for all actual Allowable Costs necessarily incurred and paid by Subrecipient or DA to operate the Program during the Funds Availability Period; provided, however, that Department shall have no obligation to reimburse any

Allowable Costs more than two years after the date that Subrecipient incurred the cost. If a termination right set forth in Sections 10 or 11 of this Agreement is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

13. General.

a. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid to Subrecipient, the DA, or the Department at the address or number set forth below, or to such person or at such other addresses or numbers as a party may indicate by notice to all other parties pursuant to this Section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, or receipt of a reply email from the recipient. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Director, Oregon Child Support Program &
Division of Child Support
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient:

Jeff Aldridge
Finance Department
2051 Kaen Road
Oregon City, OR 97045

Notices to DA:

John Foote
District Attorney of Clackamas County
807 Main Street
Oregon City, OR 97045

b. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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

d. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Department (or any other agency or department of the State of Oregon) and another party to this Agreement that arises from or

relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

e. Compliance with Law. Subrecipient and the DA shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and the DA each expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Title IV-D of the Social Security Act and its implementing federal regulations and all other applicable federal regulations and requirements; (b) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (c) ORS 659A.403, 659A.406, and ORS 659.145, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the operation of the Program; (d) ORS 659A.142; and (e) the federal laws described in Exhibit B, attached hereto and incorporated herein by this reference. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or Program and required by law to be so incorporated. All employers, including Subrecipient and DA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

f. Assignment of Agreement, Successors in Interest.

(i) Neither Subrecipient nor the DA shall assign or transfer any interest in this Agreement, enter into any subcontracts for delivery of child support services or income withholding services (as described in Exhibit A), or subgrant any Grant moneys, without the prior written approval of Department. Any such assignment, transfer, subcontract or subgrant, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment, transfer, subcontract, or subgrant shall be deemed to create any obligation of the Department in addition to those set forth in the Agreement nor will Department's approval of an assignment, transfer, subcontract, or subgrant relieve Subrecipient or the DA of any of its duties or obligations under this Agreement.

(ii) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

g. No Third Party Beneficiaries. Department, Subrecipient, and DA are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any other person or entity unless such person or entity is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

h. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of a party to enforce a provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

i. Amendment. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and, when required, approved for legal sufficiency. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. Subrecipient and DA, by signature of its authorized

representative, hereby acknowledge that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each party must notify the other parties of a change in the name or contact information of persons to whom notices are provided under Section 13.a by notice pursuant to Section 13.a. Notice of a change in name or contact information under Section 13.a is effective upon receipt by the other parties without need to amend this agreement.

j. Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

k. Independent Contracting Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither Subrecipient nor the DA is an officer, employee, or agent of Department as those terms are used in ORS 30.265 or otherwise.

l. Force Majeure. No party shall be held responsible for delay or default caused by fire, civil unrest, natural causes, and war that is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

m. Responsibility for Employees, Officers, and Agents. Subrecipient and DA shall be responsible exclusively, with respect to their respective employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and Public Employees Retirement System contributions. Subrecipient, DA, and Department each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300) only for the acts, omissions, or negligence of its own officers, employees, or agents.

n. Remedies not Exclusive. The remedies provided to a party, under the terms of this Agreement, for another party's breach of its obligations under this Agreement are not exclusive and are in addition to any remedies provided by law or in equity.

o. Contractor or Subrecipient Determination

In accordance with the State Controller's Oregon Accounting Manual, Policy 30.40.00.102, the DOJ's determination is that:

Recipient is a subrecipient; OR Recipient is a contractor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: Program No 93.563

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

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF JUSTICE

By: _____
Frederick M. Boss
Deputy Attorney General

Date: _____

CLACKAMAS COUNTY

By: CLACKAMAS COUNTY GOVERNING BODY

By: _____
Jim Bernard
Clackamas County Commissioner, Chair

Date: _____

DA

By:  _____
John Foote
District Attorney of Clackamas County

Date: 6/3/19

Approved for legal sufficiency in accordance with ORS 291.047:

/s/ Sam Zeigler, per email dated 4/23/19
Assistant Attorney General Date

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT A
PROGRAM DESCRIPTION**

The Grant moneys are available to Subrecipient and DA, subject to and in accordance with the terms and conditions of this Agreement, solely to operate a child support program consisting of (a) the support services described in ORS 25.080(4) for any order or judgment that is or could be entered under ORS Chapter 107, 108, 109, 110 or 416 or ORS 419B or 419C; and (b) the limited income withholding services described in ORS 25.381. Subrecipient and DA must operate their child support program in accordance with the following procedural and operational requirements:

- 1.** The program must satisfy the requirements of Title IV-D of the Social Security Act, as set forth in: a) the State Plan; (2) applicable Oregon Revised Statutes and Oregon Administrative Rules; and (3) applicable federal laws and regulations, specifically including Title IV-D of the Social Security Act (42 USC § 651 *et seq*) and Title 45 of the Code of Federal Regulations, Parts 300 to 399.
- 2.** Subrecipient and DA must make the child support services described above available to any person described in ORS 25.080 who requests such services and to whom DA is responsible for providing such services under ORS 25.080. In addition, Subrecipient and DA must make limited income withholding services under the provisions of ORS 25.381 available to an obligor or obligee who requests such services and to whom the DA is responsible for providing child support services under ORS 25.080.
- 3.** Subrecipient and DA shall comply with the following non-discrimination requirements:
 - a.** Neither Subrecipient nor DA shall, on the basis of race, color, religion, sex, national origin, language or dialect, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:
 - i.** Deny an otherwise eligible individual services supported in whole or in part with Grant moneys.
 - ii.** Provide any services or other benefits, supported in whole or in part with Grant moneys, to an individual that are different, or are provided in a different manner, from those provided to other similarly situated individuals, except where necessary to accommodate the unique circumstances of the individual.
 - b.** Subrecipient and DA shall make available reasonable translation services for any individual described in ORS 25.080 who is not fluent in English and who requests translation services and with respect to whom the DA is responsible for providing such services under ORS 25.080. Necessary translation services are an Allowable Cost and therefore a permissible use of Grant moneys.

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT B
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of Section 13.d, of the Agreement, in operating the Program, Subrecipient and DA shall comply with the following federal requirements. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Subrecipient and DA shall comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the operation of the Program. Without limiting the generality of the foregoing, Subrecipient and DA expressly agree to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the Program: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended; (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (c) the Americans with Disabilities Act of 1990, as amended; (d) Executive Order 11246, as amended; (e) the Health Insurance Portability and Accountability Act of 1996; (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (h) all regulations and administrative rules established pursuant to the foregoing laws; and (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide services in violation of 42 USC 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Subrecipient and DA shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, and EPA Regulations. If this Agreement, including amendments, exceeds \$100,000 then Subrecipient and DA shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR 32.100 to 32.145, which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department, the United States Department of Health and Human Services, and the appropriate Regional Office of the Environmental Protection Agency.

4. Energy Efficiency. Subrecipient and DA shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

5. Truth in Lobbying. Subrecipient and DA each certify, to the best of their knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient or DA, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. Subrecipient and DA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipient's and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31, 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.

6. Resource Conservation and Recovery. Subrecipient and DA shall comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

7. Audits. Subrecipient and DA shall comply with the applicable audit requirements and responsibilities set forth in 45 CFR Part 75, Subpart F.

8. Debarment and Suspension. Subrecipient and DA shall not purchase goods or services in implementation of the Program from any person or entity listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR Part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipient and DA shall require all vendors with awards that exceed the simplified acquisition threshold to provide the required certification regarding their exclusion status and that of their principals prior to award.

9. ADA. Subrecipient and DA shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance, and operation of any structures, facilities, and in the conduct of all activities, services and training associated with the Program.

10. National Voter Registration Act. Subrecipient and DA shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993, which require voter registration opportunities to be offered to applicants for services.

11. Servicemembers Civil Relief Act. Subrecipient and DA shall comply with the Servicemembers Civil Relief Act (codified at 50 USC App 3901 et. seq.).

12. Access to Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform services for the review, maintenance, or storage of Program information or as defined in IRS Publication 1075-Exhibit 6, "Contractor 45-Day Notification Procedures," Subrecipient or DA shall notify the Department of the intent to contract and provide the Department with the information necessary for the Department to issue a "Contractor 45-Day Notification" letter to the IRS Office of Safeguards no later than 45 days prior to the initiation of the work, in accordance with the provisions of IRS Publication 1075.

13. Access to Locations Containing Federal Taxpayer Information. If Subrecipient or DA enters into contracts or agreements to perform work in locations in which Subrecipient or DA conducts Program activities, provides Program services, or stores Program information, Subrecipient or DA shall include IRS Publication 1075-Exhibit 7, "Contract Language for General Services" in its contract or agreement with such persons, subcontractors, or entities in accordance with the provisions of IRS Publication 1075. Exhibit 7 language from the 2016 IRS Publication 1075 is incorporated under Exhibit B.1 of this Agreement.

14. The Federal Funding Accountability and Transparency Act (FFATA). FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Department are required to report executive compensation data as addressed in this grant award term. Subrecipient is required to complete and submit a FFATA certification form annually. The certification form will be provided by the Department in coordination with the Annual Letter. More detailed information regarding FFATA requirements can be located at <http://www.hrsa.gov/grants/ffata.html>.

**EXHIBIT B.1
PUBLICATION 1075 EXHIBIT 7
CONTRACT LANGUAGE FOR GENERAL SERVICES - FEDERAL TAX INFORMATION
(FTI) SECURITY**

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) [RESERVED]

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

EXHIBIT B.2

GENERAL TERMS AND CONDITIONS MANDATORY FORMULA, BLOCK and ENTITLEMENT GRANT PROGRAMS

Except as noted otherwise, these Terms and Conditions apply to all mandatory grant programs administered by the Administration for Children and Families (ACF), see Appendix A. Please also review the separate program-specific Addendum to these Terms and Conditions applicable to each program.

By acceptance of the individual awards, each grantee agrees to comply with these requirements. Failure to comply may result in the loss of Federal funds and may be considered grounds for the suspension or termination of the grant.

ADMINISTRATIVE REQUIREMENTS

1. These programs are governed by the following Federal regulations:
 - 2 CFR Part 376 – Nonprocurement Debarment and Suspension;
 - 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance);
 - 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board;
 - 45 CFR Part 30 – Claims Collection;
 - 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards;
 - 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
 - 45 CFR Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title;
 - 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 - 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 - 45 CFR Part 87 – Equal Treatment for Faith-Based Organizations;
 - 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 - 45 CFR Part 93 – New Restrictions on Lobbying;
 - 45 CFR Part 95 – General Administration – Grant Programs;
 - 45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services Programs and Activities.

2. In accordance with Public Law 103-333, the “Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995,” the following provisions are applicable to the mandatory grant programs:

- Section 507: “Purchase of American-Made Equipment and Products – It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.”
- Section 508: “When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.”

3. *Drug-Free Workplace Requirements.* In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the “Drug-Free Workplace Act of 1988,” all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. The grantee must notify ACF if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382.)

4. *Smoking Prohibitions.* In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

The above language must be included in any subawards that contain provisions for children’s services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

5. *Religious Activity Prohibitions.* Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR Part 87.)

6. *Lobbying Prohibitions.* Federal grant funds provided under these awards may not be used by the grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal or State legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual’s right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (See 45 CFR Part 93.)

7. *Same-Sex Marriage Provisions.* In accordance with the decision in *United States v. Windsor* (133 S. Ct. 2675 (June 26, 2013)); Section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively. By “same-sex spouses,” HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “same-sex marriages,” HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 States, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By “marriage,” HHS does not mean

registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage.

8. *Human Trafficking Provisions.* These awards are subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

9. *Transparency Act Requirements.* Awards under these programs are included under the provisions of P.L. 109-282, the “Federal Funds Accountability and Transparency Act of 2006” (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. (NOTE: This requirement became applicable to all mandatory grant programs July 1, 2011.)

10. *Federal Awarding Agency Review of Risk Posed by Applicants.* As required by 2 CFR 200 of the Uniform Guidance and HHS implementing regulations (45 CFR Part 75) effective January 1, 2016, ACF is issuing guidance to implement the mandatory disclosures provision at 45 CFR 75.113. ACF is required to review and consider any publicly available information about the applicant that is in the Federal Awardee Performance and Integrity Information System (FAPIIS), <https://www.fapiis.gov> (45 CFR 75.205(a)(2)). Before making any award in excess of the simplified acquisition threshold (currently \$150,000) over the period of performance (45 CFR 75.2), an applicant may review and comment on any information about itself that a federal awarding agency has previously entered into FAPIIS. ACF will consider any comments by the applicant, in addition to other information in FAPIIS, in making a judgment about the applicant’s integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 Federal Awarding Agency Review of Risk Posed by Applicants (http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1205&rgn=div8).

11. *Construction Prohibitions.* Unless superseded by program-specific regulations, these awards may not be used for construction or the purchase of land.

SUB-RECIPIENTS UNDER GRANTS

12. Grantees are required to determine recipient type when sub-granting or contracting using Federal funds. In accordance with the standards set in 45 CFR 75.351, the determination is based on the substance of the relationship with the grantee, rather than the form of the agreement.

- The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a subgrantee and is subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Determines who is eligible to receive what Federal financial assistance;
 - b. Has its performance measured against whether the objectives of the Federal program are met;
 - c. Has responsibility for programmatic decision making;
 - d. Has responsibility for adherence to applicable Federal program compliance requirements;
 - e. Uses the Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity;

- The presence of one or more of the following conditions would indicate that the sub-recipient should be considered a vendor or contractor and is not subject to the provisions of 45 CFR Part 75 Subpart F:
 - a. Provides the goods and services within normal business operations;
 - b. Provides similar goods or services to many different purchasers;
 - c. Operates in a competitive environment;
 - d. Provides goods or services that are ancillary to the operation of the Federal program;
 - e. Is not subject to compliance requirements of the Federal program.

13. No organization may participate in these programs in any capacity or be a recipient of Federal funds designated for these programs if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." (See 45 CFR 75.212.) Grantees must include a similar term and/or condition for all sub-awards or contracts awarded under these programs. Prior to issuing subawards or contracts under this grant, the grantee must consult the ineligible parties list to ensure that organizations under funding consideration are not ineligible. The list is available on the System for Award Management website: <https://www.sam.gov>.

14. Each grantee is responsible for monitoring grant, sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity. (See 45 CFR 75.342.)

15. Each grantee is required to advise sub-recipients of requirements imposed on them by Federal laws, regulations, and the provisions of grant agreements or contracts as well as any supplemental requirements imposed by the grantee. These include grant administrative and audit requirements (where applicable) under 45 CFR Part 75.

- Cost principles for non-profit organization and educational institution sub recipients are found at 45 CFR Part 75 Subpart E.
- Cost principles for commercial vendor or subcontractor sub recipients are found at 48 CFR Part 31.

16. Grantees must ensure that any non-Federal sub-recipient that expends Federal funds totaling \$750,000 or more during the course of its fiscal year must arrange for a financial audit in compliance with the requirements of 45 CFR Part 75 Subpart F.

NON-FEDERAL SHARE OF PROGRAM FUNDING

17. For some mandatory grant programs, the grantee is required to provide a portion of program funding, as specified in Federal law.

- In most instances, all of the non-Federal share of funding for these programs will be appropriated specifically for that purpose by a State legislature or provided through other grantee funding sources;
- Third party in-kind contributions may not be used as the non-Federal share of any program expenditure, unless specifically allowed for that purpose in the Federal statute applicable to that program;
- Donated funds may be used as the non-Federal share under the following conditions:
 - a. The donor may specify the activities to be supported by the donation, but may not be a sponsor or operator of the specified activity. Any specified activity must be an allowable expense under all applicable laws, regulations and policies governing these programs;
 - b. The donor may specify the geographic area in which the specified activity is to be provided;

FINANCIAL REPORTING

18. *Periodic Reports.* Grantees are required to file periodic financial reports either quarterly, semiannually or annually for each program, in accordance with specific program requirements.

19. *Required Online Reporting.* All periodic financial reports for all mandatory grant programs must be submitted electronically through the ACF Online Data Collection (OLDC) system. Grantees must not submit duplicate copies either by mail, by fax or as an email attachment of any reports submitted through

OLDC. (NOTE: See ACF Office of Grants Management Action Transmittal, OGM-AT-13-01, issued September 25, 2013.) Beginning FY 2016, the ACF requires submitting financial reports SF-425 only, through PMS in a consolidated single reporting system. Both, the cash transaction (Lines 10 a, b and c) and the expenditures, obligations and liquidations (Lines 10 d through 10 o).

20. Obligation Deadline. Unless superseded by program-specific statute or regulations or by other ACF program-specific policies, it is Office of Grants Management policy that the deadline for obligating Federal funds for mandatory grant programs is last day of the fiscal year following the fiscal year for which the award is issued. Example: Funds for an award issued for Fiscal Year 1 must be obligated no later than the final day (September 30) of Fiscal Year 2.

21. Liquidation Deadline. Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.309(b), the deadline for liquidating Federal funds is 90 days after the end of the funding (project) period. For awards issued on an annual fiscal year basis, this deadline will be **December 30** – 90 days following the end of the fiscal year on September 30.

22. Report Submission Deadline. Unless superseded by program-specific statute or regulations or by ACF policy, in accordance with 45 CFR 75.341, the deadline for submitting the required Federal reporting form varies based on the frequency of the award. For programs with awards issued on a quarterly basis, the deadline is 30 days after the end of each quarter (i.e., by January 30, April 30, July 30 and October 30). For programs with awards issued on an annual fiscal year basis, the deadline is 90 days after the end of each fiscal year (i.e., by December 30). (See “Required Online Reporting” above.)

GRANT PAYMENTS

23. Payments (cash drawdowns) under these grants will be made through the Department of Health and Human Services’ Payment Management System (PMS). The State must comply with requirements imposed by the PMS online system. Please direct any questions concerning grant payments or audit inquiries to the payment management services office. (See “Important Addresses” below).

IMPORTANT ADDRESSES

- Financial Office: Administration for Children and Families
Office of Grants Management
Division of Mandatory Grants
330 C Street, SW Mailstop 3127
Washington, DC 20201
Fax: (202) 401-5644

 - Payment Office: U.S. Department of Health and Human Services
Payment Management Services
Payment Management System (PMS)
PO Box 6021
Rockville, Maryland 20852
- Contact: PMS Help Desk
Phone: (877) 614-5533
Internet site: <http://www.dpm.psc.gov>

IMPORTANT NOTE: The *Office of the Inspector General* of the U.S. Department of Health and Human Services maintains the OIG Hotline, a system for reporting allegations of fraud, waste, abuse and mismanagement In Department of Health and Human Services’ programs, your information will be reviewed by a professional staff member and will remain confidential; you need not provide your name. Information provided through the Internet web site is secure and General Terms and Conditions Mandatory all information is safeguarded against unauthorized disclosure. Report the possible misuse of federal funds by phone or online. Please provide as much detailed information as possible in your report.

OIG Hotline

- Phone: 800-HHS-TIPS
- Online: oig.hhs.gov/report-fraud

Appendix A Mandatory Grant Programs – Administration for Children and Families

Administration of Children, Youth and Families

1. Abstinence Education (Title V of the Social Security Act)
2. Adoption Assistance (Title IV-E of the Social Security Act)
3. Adoption Incentive Payments (Title IV-E of the Social Security Act)
4. Chafee Education and State Vouchers (Title IV-B of the Social Security Act)
5. Chafee Foster Care Independence (Title IV-B of the Social Security Act)
6. Child Abuse and Neglect (CAPTA – Child Abuse Prevention and Treatment Act)
7. Children’s Justice Act
8. Community-Based Family Resource (CAPTA – Child Abuse Prevention and Support and Treatment Act)
9. Family Violence Prevention and Services
10. Foster Care (Title IV-E of the Social Security Act)
11. Guardianship Assistance (Title IV-E of the Social Security Act)
12. Personal Responsibility Education (Title V of the Social Security Act)
13. Promoting Safe and Stable Families (Title IV-B of the Social Security Act)
14. PSSF Caseworker Visitation (Title IV-B of the Social Security Act)
15. State Court Improvement – Basic (Title IV-E of the Social Security Act)
16. State Court Improvement – Data (Title IV-E of the Social Security Act)
17. State Court Improvement – Training (Title IV-E of the Social Security Act)
18. Statewide Domestic Violence Coalition (FVPSA – Family Violence Prevention and Services Act)
19. Stephanie Tubbs Jones Child Welfare Social Services (Title IV-B of the Social Security Act)

Office of Child Care

20. Child Care Development Fund – Mandatory and Matching
21. Child Care Development Fund – Discretionary
22. Tribal Construction

Office of Community Service

23. Community Service Block Grant
24. Low Income Home Energy Assistance
25. Low Income Home Energy Assistance – Leveraging
26. Low Income Home Energy Assistance – Residential Energy Assist Challenge
27. Social Services Block Grant

Office of Child Support Enforcement

28. Child Support Enforcement – States (Title IV-D of the Social Security Act)
29. Child Support Enforcement – Tribes (Title IV-D of the Social Security Act)
30. State Access and Visitation (Title IV-D of the Social Security Act)

Office of Family Assistance

31. Native Employment Works (Title IV-A of the Social Security Act)
32. Temporary Assistance for Needy Families – States (Title IV-A of the Social Security Act)
33. Temporary Assistance for Needy Families – Territories (Title IV-A of the Social Security Act)
34. Temporary Assistance for Needy Families – Tribes (Title IV-A of the Social Security Act)

35. Temporary Assistance for Needy Families – Contingency

(Title IV-A of the Social Security Act)

Office of Refugee Resettlement

36. Cash and Medical Assistance
37. Social Services
38. Cuban / Haitian Entrants
39. Services to Elderly Refugees
40. Targeted Assistance

**DEPARTMENT OF JUSTICE
COOPERATIVE AGREEMENT
EXHIBIT C
ANNUAL LETTER**

April

County

District Attorney Family Support Office:

The Oregon Child Support Program is required by the Code of Federal Regulations (CFR) Title 45, Part 75 to determine if subrecipients meet requirements and are in compliance with federal laws and regulations. This letter requests information and documentation that will be used for monitoring compliance. Please complete the information required in reference to the following federal grant:

Grant Name: Child Support Enforcement Program Grant

Fiscal Year: July 1, - June 30, .

Catalog of Federal Domestic Assistance (CFDA): Program No 93.563

Federal Award Identification: ___ ORCSES

45 Code of Federal Regulations (CFR): Parts 300 through 308

Grant Agency: United States Department of Health and Human Services

Period of Performance Start and End Date: From October 1, to September 30, .

Award is not Research and Development (R&D)

Indirect Cost Rate: per CFR 75.414 (de minimus rate is 10% of modified total direct costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward.)

Single Audit Threshold: \$750,000

Please read carefully to determine which sections you are required to complete. Please include any requested information or documentation when returning this document.

Indicate your county name in each section of the form as provided.

Return no later than May 31, , to the address above or via electronic copy to CSPInvoicing@doj.state.or.us.

Section A: If all the statements are true, sign and date the certification, then skip to Section C.

Section B: Complete this section if there were findings with your single audit or it has not yet been completed, then go to Section C.

Section C: All subrecipients must complete this section. The information is used in connection with the Oregon Child Support Program subrecipient review and monitoring process.

Section D: All subrecipients must complete this section pursuant to the Fiscal Federal Funding Accountability and Transparency Act.

If you have questions about this form or required documents, please contact:

CSP Fiscal Office 503-947-4361 cspinvoicing@doj.state.or.us

SECTION A

County _____

Subrecipient Audit Certification

I hereby certify that for fiscal year ending June 30, all of the following three statements are true:

Financial statements received an unqualified opinion from our independent certified public accountants; and

The administration of our federal projects has been audited in accordance with CFR Title 45 Part 75, and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and

There were no findings in the single audit report that are specifically related to awards from the Oregon Child Support Program.

Printed Name

Signature

Title

Date

SECTION B

County _____

Subrecipient Audit Findings or Audit Not Completed

Please check the correct line and attach all appropriate documents, as of June 30 :

- We have completed our CFR Title 45 Part 75 single audit, and material noncompliance issues and/or reportable conditions were noted. A copy of the audit report and our response is attached.
- There were findings in the single audit report that are specifically related to a prime award from the Oregon Child Support Program. A listing of awards and explanations of the findings as they relate to the prime award are attached.
- We have not completed our CFR Title 45 Part 75 single audit. Within 30 days of completion, we will provide the positive certifications in Section A, or a response in Section B. (Enter date the audit is expected to be completed here):

Our County did not expend \$750,000 or more in federal awards during the related fiscal year; therefore, we are not subject to a CFR Title 45 Part 75, single audit.

Printed Name

Signature

Title

Date

SECTION C

County _____

Subrecipient Financial Questionnaire

There are several methods available to the pass-through entity, the Oregon Child Support Program, for monitoring grant fund subrecipients. On-site visits and this annual questionnaire are a few of the monitoring activities commonly used by the Program. The Program is often able to avoid visiting each site annually when subrecipient's respond to each question and supply explanations as required. At times, some sites will require annual visits. If your office is scheduled to receive an on-site visit, you will receive additional information at least 30 days prior to our arrival. Whether or not you are scheduled for an onsite review, the following questionnaire must be completed and returned to the Program by May 31, 20__.

INTERNAL CONTROLS	YES	NO	N/A	If no, please provide an explanation
Expenditures are approved by a manager familiar with 45 CFR (Child Support Code of Federal Regulations).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are posted to the accounting record as they occur. The accounting record tracks expenditures against the approved budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Expenditures are charged to the grant on a cash basis only. No accruals are included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Expenditures over \$5,000 for a single item and any facility change, major office reconfiguration, remodel costs, or projects have been preapproved by the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Documentation sufficient to determine the nature of grant expenditures and their allowability is kept as a part of the financial record.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial records are retained for a period of three years after the close of each annual grant. The CSP grant is open for two years after the closing date, resulting in five years total retention.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INDIRECT/DIRECT COST ALLOCATION PLAN	YES	NO	N/A	If no, please provide an explanation
A cost allocation plan for the county's central costs is used throughout the county and a copy of the current plan is available to the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Controls are in place to protect assets acquired with federal funds (loss, damage, theft).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Property and equipment inventory records are maintained including description, serial number, acquisition date and cost, and disposal date and cost.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EQUIPMENT INVENTORY & DISPOSITION	YES	NO	N/A	If no, please provide an explanation
Adequate maintenance procedures keep the property in good condition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When electronic equipment is disposed of, all information is wiped from any hard drives or the hard drive is destroyed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
When assets are disposed of, any income is reported to the Program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROGRAM INCOME/REVENUE	YES	NO	N/A	If no, please provide an explanation
All Program income is declared on the grant expenditure reimbursement request as either a reduction of expense or as income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

CONTRACTS	YES	NO	N/A	If no, please provide an explanation
Contracts for the Program contain description of service, estimate of time, rate of compensation, and termination provisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Contracts are monitored to ensure that services were rendered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Efforts made to solicit price or rate quotations from an adequate number of sources, unless only available from a single source.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Prepared By

Date

Signature of County Child Support Program Representative

Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 10, 2018

Section D:

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA requires that executive compensation data be reported for all new federal grants funded at \$25,000 or more with an award date on or after October 1, 2010. As such, grants awarded by the Oregon Child Support Program (DCS) are required to report executive compensation data as addressed in this grant award term.

The certifications enumerated below represent material facts upon which DCS relies when reporting information to the federal government required under federal law. If DCS later determines that the subrecipient knowingly rendered an erroneous certification, DCS may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DCS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DCS detailing which of the below statements it cannot certify and why.

More detailed information regarding FFATA can be located at <http://www.hrsa.gov/grants/ffata.html>.

<u>Subrecipient Information</u>			
_____	Legal Name of Subrecipient		
Street Address	City	State	Zip

<u>FFATA Contact # 1</u>	
Name	_____
Email	_____
Phone	_____

<u>FFATA Contact # 2</u>	
Name	_____
Email	_____
Phone	_____

ZIP Code: 9-digits Required www.usps.com

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DUNS Number: 9-digits Required <http://fedgov.dnb.com/webform>

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State of Oregon Tax Identification Number (TIN) 9 Digits

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Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification

April 10,

2018__

Did your organization have a gross income, from all sources, of less than \$300,000 in the previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,000*

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Printed Name of Authorized Representative

Signature of Authorized Representative

Title of Authorized Representative

Date

Willson, Robert

From: Ciecko, Scott
Sent: Wednesday, May 29, 2019 1:44 PM
To: Dumont, Sarah; Aldridge, Jeff; Willson, Robert
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Looks good to me.

Scott

From: Dumont, Sarah <SarahDum@clackamas.us>
Sent: Wednesday, May 29, 2019 1:34 PM
To: Ciecko, Scott <SCiecko@clackamas.us>; Aldridge, Jeff <JAldridge@clackamas.us>; Willson, Robert <RWillson@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

I spoke to Mr. Foote about the election for Section 11 - Termination - on page 11 and he confirmed he would like to elect option #2. Unless there is some objection I would like to relay that to DOJ today so that they can start getting the paperwork together so we can get a final version of the agreement to take to the board. Scott, based on our conversation yesterday I think this is fine but want to confirm.

The other outstanding issues are the Notice section on page 14. If I am reading the below chain it looks like the Notice to Subrecipient will go to:

Jeff Aldridge
Finance Department
2051 Kaen Rd.
Oregon City, OR 97045

Notice to DA will go to:

John Foote
District Attorney of Clackamas County
807 Main St.
Oregon City, OR 97045

Finally, on page 16 -17, the signature page:

Jim Bernard will sign for County.

John Foote will sign for DA.

Thanks,
Sarah

From: Ciecko, Scott <SCiecko@clackamas.us>
Sent: Wednesday, May 29, 2019 7:59 AM
To: Aldridge, Jeff <JAldridge@clackamas.us>; Willson, Robert <RWillson@clackamas.us>; Dumont, Sarah <SarahDum@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

My two cents re: notices are that they generally would not go to elected officials but staff that manages/monitors the contracts.

Electeds need to sign the contracts as they have signing authority, but after that usually it's staff that handles the contracts.

From: Aldridge, Jeff <JAldridge@clackamas.us>
Sent: Wednesday, May 29, 2019 7:45 AM
To: Willson, Robert <RWillson@clackamas.us>; Dumont, Sarah <SarahDum@clackamas.us>
Cc: Ciecko, Scott <SCiecko@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Good morning,

I am wondering since I sign off on reporting if it would make more sense for notices to Subrecipient to be sent to me as Sarah noted below?

Thoughts?

Thanks,
Jeff

From: Willson, Robert
Sent: Tuesday, May 28, 2019 5:05 PM
To: Dumont, Sarah <SarahDum@clackamas.us>
Cc: Aldridge, Jeff <JAldridge@clackamas.us>; Ciecko, Scott <SCiecko@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

#14 would be Notices to Subrecipient County Commissioner Chair Jim Bernard; Notices to DA would DA John Foote, be same as below. Page 16 will be signed by County Commissioner Chair Jim Bernard. John Foote will sign Page 17 before it goes to the Board. I used the signature pages from the 2015 signed agreement as a model.

I talked to Mary Raethke and they are having a Board meeting on Thursday June 6th, so I can submit the packet on Wednesday May 29th to get on the agenda for that meeting. Usually, I need to turn it in by 1:00 on Wednesday, but since there is no meeting this Thursday, I can turn it in a little late and still make it onto the agenda. So, I should have all day tomorrow.

I have attached the old Staff Report from 2015 and an updated one for this year. Make any changes you think necessary for the new one. This gets submitted with the Agreement to the Board.

Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

Notices to Department:

Kate Cooper Richardson
Oregon Child Support Program Director
Department of Justice
Division of Child Support
1162 Court Street NE
Salem, OR 97301
Kate.Richardson@doj.state.or.us

Notices to Subrecipient:

Clackamas County, Chair, Board of Commissioners
John Bernard Jim Bernard
2051 Kaen Road
Oregon City, Oregon 97045

Notices to DA:

Clackamas County District Attorney
John S. Foote
807 Main Street,
Oregon City, Oregon 97045

All staff reports need to be complete, thorough and accurate. If a staff report is more than 1 page, please print on both sides of paper – Arial font in 12 or 11.

All items submitted for Board approval must include a staff report (including presentations and proclamations). All Staff Reports must be on submitting department’s letterhead. The items below outline the format to be followed when preparing staff reports. Please note that the headings in bold below **should not** appear in the body of the staff report, only the subject matter contained within them. The only **exception** to this is the **BACKGROUND** and **RECOMMENDATION**. (see samples on following pages)

DATE: Date a staff report with the date of the Business Meeting when it will be on the agenda.

OPENING: Address the staff report to the Board of County Commissioners, Clackamas County, Members of the Board.

TITLE: Use a title which indicates the subject matter of the staff report. This title will appear on the Agenda – it is centered and the bottom line is underlined. If it is for an ordinance or board order, include in the title “An Ordinance Amending...” or “A Board Order Approving...”

TABLE:

Purpose/Outcome	<i>Purpose of item</i>
Dollar Amount and Fiscal Impact	<i>Dollar amount of item and any impact it may have on the budget. Is it budgeted, what is the financial or resource (personnel) impact, etc.</i>
Funding Source	<i>Where are the dollars coming from – general fund, other sources.</i>
Duration	<i>Length of contract, amendment, etc.</i>
Previous Board Action/Review	<i>Any previous Board discussion or action including date (Executive/Study Session or Business Meeting)</i>
Strategic Plan Alignment	<i>1. How does this item align with your department’s Strategic Business Plan goals? 2. How does this item align with the County’s Performance Clackamas goals?</i>
Counsel Review	<i>Please put in the date of County Counsel Review</i>
Contact Person	<i>Most knowledgeable person who can answer questions regarding this item</i>
Contract No.	<i>If your dept. assigns a number for this item (most do not – used primarily for H3S)</i>

BACKGROUND: Included sufficient and pertinent background information to help those reading it to understand the issue being presented. Include: benefit to the County, any public or committee involvement on the issue.

Refer to any attachments and describe them if necessary, and any other material necessary to assist the Board in arriving at a decision. (If your item is for discussion, public hearing or presentation, this staff report is what you read/present at the Business Meeting)

Thanks,

Bob Willson

Administrative Analyst 2
District Attorney's Office
Clackamas County
807 Main Street, Room 7
Oregon City, OR 97045
Phone (503) 650-3011
Fax (503) 650-8943
rwillson@co.clackamas.or.us

From: Dumont, Sarah
Sent: Tuesday, May 28, 2019 3:34 PM
To: Willson, Robert <RWillson@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Bob,

We need to answer the following questions:

1. Which person will the county send notices to? P.14 Notice to Subrecipient:
 - a. Jeff Aldridge??
 - i. Please give title
 - ii. address
 - iii. Email address
2. Which person will Notices be sent to the DA's office? P.14 Notice to DA
 - a. YOU???
 - i. Title
 - ii. Address
 - iii. Email
3. Who is going to sign. P.16
 - a. It needs to be put on the Board Meeting and Consent Agenda
 - b. How will this happen

Do you have the answer to these questions?

Thanks,
Sarah

From: Willson, Robert <RWillson@clackamas.us>
Sent: Tuesday, May 28, 2019 8:30 AM
To: Dumont, Sarah <SarahDum@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Sarah,

I called at 8:05, but you weren't at your desk. I have a budget meeting with John and Brandi at 8:30. I'll call you about this when it is over. Sorry about the miss communication on this. Scott Shearer called me at home on Friday afternoon. As per this email below, I didn't receive this email from Scott Ciecko, all I received was the attached that said he approved it.

Thanks,

Bob Willson

Administrative Analyst 2
District Attorney's Office
Clackamas County
807 Main Street, Room 7
Oregon City, OR 97045
Phone (503) 650-3011
Fax (503) 650-8943
rwillson@co.clackamas.or.us

From: Dumont, Sarah
Sent: Friday, May 24, 2019 3:45 PM
To: Willson, Robert <RWillson@clackamas.us>
Subject: FW: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Did you take care of this? I want to make sure we meet our deadline.
Thanks,
Sarah

From: Ciecko, Scott <SCiecko@clackamas.us>
Sent: Friday, May 24, 2019 11:31 AM
To: Dumont, Sarah <SarahDum@clackamas.us>
Subject: Re: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

On the termination clauses I would pick the one that says county and da can jointly terminate (I don't have the contract in front of me now).

As for contact for the county I'd put Jeff Aldridge in Finance dept. DA contact is up to you.

Singles are John Foote and the BCC, so it will need to go on the consent agenda. Bob should know how to get that done.

Sent from my iPhone

On May 24, 2019, at 10:47 AM, Dumont, Sarah <SarahDum@clackamas.us> wrote:

Scott,
We need to communicate with DCS today regarding the following:
"Please respond to me and the Contracts office by Friday, May 24, with (1) your county's selection for Section 11, and (2) the appropriate county and district attorney contact information for Section 13 and for the signature pages."

I assume you guys are dealing with this but didn't want to not communicate effectively.
Thanks,
Sarah

From: Ciecko, Scott <SCiecko@clackamas.us>
Sent: Thursday, May 23, 2019 3:49 PM
To: Dumont, Sarah <SarahDum@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Perfect, thank you.

From: Dumont, Sarah <SarahDum@clackamas.us>
Sent: Thursday, May 23, 2019 3:28 PM
To: Ciecko, Scott <SCiecko@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Scott,

We do know about the security requirements. Everyone, down to the janitorial staff, has to do specific training and pass tests related to federal requirements. I have an email in to the DOJ people about one of the requirements but have not heard back.

Thanks,
Sarah

From: Ciecko, Scott <SCiecko@clackamas.us>
Sent: Thursday, May 23, 2019 7:48 AM
To: Willson, Robert <RWillson@clackamas.us>
Cc: Shearer, Scott <SShearer@clackamas.us>; Crane, Samuel <SCrane@clackamas.us>; Dumont, Sarah <SarahDum@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

I don't have any specific questions, just wanted to make sure everyone was aware of the requirements and there were no concerns on your end. As soon as Finance gives us the OK then we should be good to go.

Scott

From: Willson, Robert <RWillson@clackamas.us>
Sent: Wednesday, May 22, 2019 5:06 PM
To: Ciecko, Scott <SCiecko@clackamas.us>
Cc: Wolfe, Christa <CWolfe@clackamas.us>; Shearer, Scott <SShearer@clackamas.us>; Crane, Samuel <SCrane@clackamas.us>; Dumont, Sarah <SarahDum@clackamas.us>; Aldridge, Jeff <JAldridge@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Scott,

For the requirements of the office, we had a Family Support, IRS Audit over a year ago and we met the requirements regarding security, confidentiality, etc. I have added Scott Shearer, Sam Crane, and Sarah Dumont to this in case there are in questions about that as they were part of the audit.

Thanks,

Bob Willson
Administrative Analyst 2
District Attorney's Office
Clackamas County
807 Main Street, Room 7

Oregon City, OR 97045
Phone (503) 650-3011
Fax (503) 650-8943
rwillson@co.clackamas.or.us

From: Ciecko, Scott
Sent: Wednesday, May 22, 2019 4:47 PM
To: Willson, Robert <RWillson@clackamas.us>
Cc: Wolfe, Christa <CWolfe@clackamas.us>
Subject: RE: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Robert – I've reviewed the attached sub recipient agreement and I'm OK with it on my end. I will get you the cover sheet with my signature tomorrow.

One thing I want to point out is that there are a large number of requirements that you will want to make sure your office is complying with pertaining to security, confidentiality, background checks, record retention, and other items. I'm not in a position to know whether we are in compliance with those areas and am only approving the form of the agreement.

That being said, this is an agreement that Finance also needs to review and approve, so I'm copying Christa Wolfe and hopefully she can direct it to the proper Finance team member.

Please let me know if you have questions.

Scott

From: Willson, Robert <RWillson@clackamas.us>
Sent: Tuesday, May 21, 2019 11:43 AM
To: Ciecko, Scott <SCiecko@clackamas.us>
Subject: FW: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Scott,

See information below and attached.

Thanks,

Bob Willson
Administrative Analyst 2
District Attorney's Office
Clackamas County
807 Main Street, Room 7
Oregon City, OR 97045
Phone (503) 650-3011
Fax (503) 650-8943
rwillson@co.clackamas.or.us

From: Dumont, Sarah
Sent: Tuesday, May 21, 2019 11:29 AM
To: Willson, Robert <RWillson@clackamas.us>
Cc: Pelham, Brandi <BPelham@clackamas.us>
Subject: FW: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Bob,

My understanding is that you are the person who can prep this agreement and get it to the people it needs to get to. It is the first document titled Attachment A, 2019 DA Master Agreement Template. Do we typically run this by County Counsel as well? Brandi and I met with Mr. Foote and we can move forward with it.

By Friday I will need (1) your county's selection for Section 11, and (2) the appropriate county and district attorney contact information for Section 13 and for the signature pages.

Please let me know if this doesn't make sense or if you need additional information.
Thanks,
Sarah

From: Richardson Kate <Kate.Richardson@doj.state.or.us>
Sent: Thursday, May 9, 2019 2:21 PM
To: Foote, John <JohnFoote@clackamas.us>
Cc: Dumont, Sarah <SarahDum@clackamas.us>; Crane, Samuel <SCrane@clackamas.us>
Subject: CHILD SUPPORT: Renewing DA-DOJ cooperative agreement - Clackamas Co

Good afternoon, District Attorney Foote.

The Cooperative Agreement between the state and the respective counties that offer child support services expires June 30, 2019. As a reminder, in 2015 the ODAA tasked a workgroup to work with DOJ to overhaul and update the intergovernmental agreement, which had not happened for some years. At that time, there were a number of updates necessary to bring the agreements into compliance with state and federal security regulations, for instance, and for federal reporting changes, and also some reordering was made in the document. Otherwise, substantively the agreement stayed much the same as prior agreements.

The 2019 version is essentially the same as the 2015 agreement. The 2019 updates are very minor, focusing on federal requirements related to data security, some details related to use of federal funds, and updating child support automated system references from the former CSEAS mainframe to the server-based Origin system.

For your convenience and reference, attached are three documents:

Attachment 1 – DOJ-county template agreement – 2019
Attachment 2 – Compare version of 2015 and 2019 template agreement
Attachment 3 – Current cooperative agreement – Clackamas County

If you or your county counsel have any questions, please direct them to CSPContracts@doj.state.or.us. Please respond to me and the Contracts office by Friday, May 24, with (1) your county's selection for Section 11, and (2) the appropriate county and district attorney contact information for Section 13 and for the signature pages. We will circulate the final agreement beginning the last week of May for collection of signatures from your county officials and the Department of Justice. The agreements must be fully executed by June 30, 2019, for the county to continue offering child support services.

Thank you for your courtesies.

Kate

Kate Cooper Richardson, J.D.

Director | Division of Child Support & Oregon Child Support Program

Oregon Department of Justice

1162 Court St. NE, Salem OR 97301

503.947.4388

oregonchildsupport.gov

*****CONFIDENTIALITY NOTICE*****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

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June 13, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Property Use Agreement between Clackamas County
and Sandy River Basin Watershed Council

Purpose/Outcomes	Provides temporary use of and access to certain County-owned properties that will be utilized during the course of the Sandy-Salmon River Confluence Restoration Project.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Valid through December 31, 2020
Strategic Plan Alignment	<ul style="list-style-type: none">• Build public trust through good government• Honor, utilize, promote and invest in our natural resources
Previous Board Action	N/A
Contact Person	Rick Gruen, Manager, Business and Community Services, County Parks & Forest, 503-742-4345

BACKGROUND:

The Sandy-Salmon River Confluence Restoration Project (“Project”) will provide critical floodplain restoration and lays the groundwork for improved community resiliency in an area that is not only an essential zone for biodiversity, but which also encompasses key year-round recreation areas that contribute significantly to the local economy.

Clackamas County, through Business and Community Services County Parks and Property Disposition, owns land within the proposed project area, including Barlow Wayside Park (which sits at the confluence of the Sandy and Salmon rivers). This Property Use Agreement allows the County to partner with the Sandy River Basin Watershed Council on the Project by providing temporary access to and use of County-owned properties that are part of the Project site.

County Counsel has reviewed and approved the Property Use Agreement as to form and content.

RECOMMENDATION:

Staff recommends Board approval of a Property Use Agreement between Clackamas County and the Sandy River Basin Watershed Council and further authorizes the Director or Deputy Director of Business and Community Services to sign the Property Use Agreement on behalf of the County.

ATTACHMENTS:

Property Use Agreement between Clackamas County and the Sandy River Basin Watershed Council

Respectfully submitted,

Laura Zentner, CPA
Director, Business and Community Services

This PROPERTY USE AGREEMENT (herein referred to as this "Agreement") is for the use, access, development, and construction of the Sandy/Salmon River Confluence Restoration Project (the "Project") on or along certain County owned properties and is between the Sandy River Basin Watershed Council, an Oregon non-profit, public benefit corporation ("SRBWC") and Clackamas County, a political subdivision of the State of Oregon ("COUNTY") is effective on the last date of signature below.

Recitals

The proposed Sandy-Salmon River Confluence Restoration Project will serve as a critical demonstration of the technical approach to floodplain restoration. In addressing habitat and infrastructure risk together, this project lays the groundwork for improved community resiliency in an area that is an essential zone for biodiversity and also encompasses key year round recreation areas that contribute significantly to the local economy. COUNTY owns land within the project area and looks to partner with the Sandy River Basin Watershed Council and others by providing temporary use and access to the project sites. Accordingly, in consideration of the terms and conditions set forth herein SRBWC and COUNTY agree as follows:

1. Purpose; Project Description. SRBWC and COUNTY have entered into this Agreement to permit SRBWC the use and access of certain County-owned properties as part of the development and construction of the Sandy/Salmon River Confluence Restoration Project (herein referred to as the "Project"). The County properties are more specifically described in Exhibit A, attached hereto and incorporated herein.
2. SRBWC's Obligations. SRBWC shall complete the following:
 - a. Construction of the Project. SRBWC shall design, plan and construct the Project in accordance with the concept design attached hereto as Exhibit B (the "Project Design"). SRBWC shall not materially change the Project Design without COUNTY's prior written consent. Construction of the Project is solely SRBWC's obligation, and will be performed solely at SRBWC's expense.

- i. At COUNTY's request, SRBWC shall provide COUNTY with copies of any contract entered into with respect to the Project.
- ii. SRBWC shall require as-built plans from the design contactor for the Project. At COUNTY's request, SRBWC shall provide COUNTY with copies of the as-built plans.
- iii. SRBWC shall provide a staff person to oversee all contractors working on county properties connected to the Project. SRBWC shall provide updates as requested by COUNTY regarding the status of the project. During construction, SRBWC staff shall be on site on a weekly basis to oversee construction activities and ensure the project is being constructed in accordance with the Project Design. County may inspect construction of the Project on County-owned property at any time.
- iv. SRBWC shall obtain all required permits or authorizations for the Project. This obligation includes, but is not limited to, any and all necessary authorizations to comply with the terms and conditions of that certain conservation easement entered into by and between Clackamas County and the City of Portland Water Bureau on June 12, 2017 and recorded in the real property records of Clackamas County as document no. 2017-039276.

SRBWC shall provide copies of all permits affecting COUNTY properties before commencing activities on the Project Site that require a permit. Nothing herein shall be construed as obligating the County or any other agency with respect to any discretionary action relating to permits or other required authorizations necessary for construction of the Project including but not limited to, comprehensive planning, rezoning, variances,

environmental clearances or any other governmental approvals that are or may be required.

b. **Warranty and Liens.**

i. Warranty. SRBWC agrees to perform all construction in a workmanlike manner and warranties all work, including landscaping, against defects in materials or workmanship for a period of one (1) year from date of Project completion.

ii. Liens. SRBWC shall indemnify, defend and hold COUNTY harmless from and against any and all contractor's, laborer's, materialsmen's and mechanic's liens and claims filed against County property relating to the Project. SRBWC shall keep County property free and clear of claims and liens.

c. Third-Party Beneficiary. COUNTY shall be designated as a third party beneficiary in any contract entered into by SRBWC for construction of the Project that will occur all, or in part, on County-owned property. COUNTY shall not be liable for any obligation of SRBWC arising from any contract entered into for construction of the Project.

d. Volunteers. SRBWC may elect to work with volunteers or youth crews to complete work tasks or monitor the Project. SRBWC shall coordinate volunteer activities and ensure all volunteers sign SRBWC waivers releasing SRBWC and COUNTY from any and all liability claims when present on COUNTY-owned properties. COUNTY may request copies of signed SRBWC volunteer waiver forms.

e. Signage. SRBWC shall provide four (4) mutually acceptable Restoration Project "Construction Zone" signs to notify the public of construction hazards. SRBWC will install and maintain these signs along roads, entrances, and/or convenient viewing locations on COUNTY property associated with the PROJECT.

- f. Monitoring Reports. SRBWC shall be solely responsible for providing any monitoring reports required by SRBWC project funders. Upon COUNTY request, SRBWC shall provide COUNTY with copies of such monitoring reports.
- g. Project Tours. SRBWC may elect to provide limited tours of the Project to the public and private individuals during the term of this Agreement. SRBWC shall restrict such tours to area of the Project and shall provide COUNTY at least 24 hour notice of any tours.
- h. Public Access. SRBWC shall minimize construction impacts to public users of the County-owned properties. SRBWC and COUNTY shall agree, in writing, on a mutually acceptable schedule for closing all or a portion of the County-owned properties as needed during construction of the Project.
- i. Funding. Prior to beginning construction of the Project, SRBWC shall secure funding for one hundred percent (100%) of the total Project costs, including contingencies for the performance of all aspects of the work, and provide COUNTY proof, in a form acceptable to County in its sole discretion, that it has obtained such funding. If SRBWC is unable to secure the funding required under this subsection, this Agreement will terminate and the parties shall have no other obligations to each other.
- j. Insurance. SRBWC shall purchase and maintain at the SRBWC's expense, the following types of insurance, covering the SRBWC, its employees, and agents:
 - i. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations.

- ii. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; and
- iii. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease.
- iv. COUNTY, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. SRBWC shall provide to COUNTY 30 days' notice of any material change or policy cancellation. SRBWC shall provide COUNTY with a Certificate of Insurance complying with this article upon return of the SRBWC signed agreement to COUNTY.
- v. SRBWC shall require Contractor(s) and Subcontractor(s) to provide COUNTY the same types and limits of insurance; and COUNTY, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Contractors and Subcontractors Commercial General Liability and Automobile policies. Additionally, SRBWC and Contractor will require at least \$1,000,000 Professional Liability for engineering and design contractors.
- k. Re-Vegetation. SRBWC shall revegetate COUNTY-owned properties within the Project area with bare root native plants following the final inspection of SRBWC's construction work on the PROJECT. Revegetation activities will be at the sole expense of SRBWC and initial planting work shall be completed within 6 months of the completion of the Project.
- l. Long-Term Maintenance of the Project. SRBWC shall provide routine inspection and operation, rehabilitation and maintenance necessary to maintain the continuing viability and function of the PROJECT occurring on County owned

properties consistent with the terms and conditions of any and all grant funding requirements.

- m. Indemnification. SRBWC shall indemnify, defend and hold COUNTY harmless for, from and against any and all claims, demands, damages, losses, liens, judgments, penalties, expenses (including reasonable attorneys and consultants fees), and/or liabilities which, in whole or in part, directly or indirectly, arise out of or relate to SRBWC's performance of this Agreement, injury to any person or loss of or damage to property which occurs on County-owned properties that arises out of SRBWC's, or SRBWC contractors' subcontractors', employees', or agents', negligent actions or willful misconduct taken in relation to this Agreement, the Project, or the Project Site, including, but not limited to, claims (a) related to prevailing wage laws being paid on the Restoration Project and (b) by any person or entity with riparian rights related to the Sandy River and any claims by downstream landowners.

However, neither SRBWC nor any attorney engaged by SRBWC shall defend the claim in the name of County or any department of the County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall SRBWC settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

- n. Prevailing Wage. SRBWC is aware prevailing wage laws may apply to the Project and SRBWC shall be solely responsible for complying with the requirements of applicable prevailing wage law (ORS 279C.800 to 279C.870). SRBWC shall indemnify, defend and hold COUNTY harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.

during the term of the Project. In the event of an issue occurring on County owned properties, and if the parties are unable to reach agreement or resolve the issue, they shall follow the dispute resolution provisions set forth in this Agreement.

- c. Final Inspection. COUNTY shall conduct a final inspection of its properties with SRBWC prior to the completed Project. In the event the parties are unable to agree as to the acceptability of the completed Project, they shall follow the dispute resolution provisions set forth below.
- d. Notify in Writing. The parties agree to promptly inform one another in writing if, for any reason, problems arise during the term of this Agreement that may slow or stop progress of the Restoration Project.
- e. Use of Materials. The parties may each publish, reproduce, and use all technical data developed related to the Project or this Agreement in any manner and for any purpose without limitation, and may authorize others to do the same.
- f. Control of the Property. Although implementation of the Project is the responsibility of SRBWC, properties owned by the COUNTY will remain under the jurisdiction of the COUNTY, and COUNTY shall be solely responsible for the administration and management regarding non-PROJECT issues.
- g. Project Officer. SRBWC appoints Steve Wise, as its Project Officer. SRBWC may change the Project Officer at any time and provide the COUNTY with the name of the new Project Officer in writing.
- h. Project Contingent on Grant Funding. Should the Project be terminated prior to commencement of project activities, SRBWC and COUNTY shall each be excused from performance under this Agreement and this Agreement shall automatically terminate. Notwithstanding the foregoing, however, if the Project does commence but is terminated for any reason prior to completion, SRBWC shall return the COUNTY's properties to a stable condition that ensures no further degradation of

the site's natural resources. At the request of COUNTY, the improvements, equipment, and other items shall be removed.

- i. Media and Communications. SRBWC and COUNTY shall coordinate their public statements about the PROJECT. All public statements and media communications by SRBWC concerning the use of the County owned property shall be provided to the COUNTY for review and approval no less than five (5) business days prior to the public statement's release.
5. Term. This Agreement shall become effective as of the last date of signature below, and shall thereafter continue in force through December 31, 2020. The Project must be completed before expiration of the Agreement. Time is of the essence with respect to SRBWC's obligations under this Agreement.
6. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
7. Modifications in Writing. This Agreement may be modified only by the mutual prior written agreement of SRBWC and COUNTY.
8. Miscellaneous Provisions.
 - a. No Agency, Joint Venture or Partnership. The parties agree and acknowledge that this Agreement does not create any agency, joint venture or partner relationship between them. No party is authorized to enter into any agreements or

undertakings for or on behalf of the others or to hold themselves out as agents or representatives of the others.

- b. Dispute Resolution. The parties agree that should disagreement arise over the meaning or interpretation of any provision of this Agreement, or performance under this Agreement, the parties shall submit said dispute to mediation in Portland, Oregon, prior to filing suit to enforce the terms of this Agreement. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel.
- c. Capacity to Obligate. The parties hereby represent and warrant that, subject to COUNTY approval for COUNTY's participation, they each have the capacity and corporate authority to obligate and bind their respective corporations and are acting with full and complete knowledge of their respective corporations in signing this Agreement.
- d. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same agreement.
- e. Waiver. Failure of any party at any time to require performance of any provisions of this Agreement shall not limit the right of such party to enforce the provision, nor shall any waiver by such party of any breach of any provision be a waiver of any succeeding breach of that provision, or a waiver of that provision itself, or any other provisions, including this anti-waiver provision.
- f. Interpretation. This Agreement and the rights and obligations of each of the parties hereunder shall be governed and construed in accordance with the laws of the State of Oregon. In the event any action is brought to enforce this Agreement venue shall be in Clackamas County, Oregon, and each party hereby irrevocably

consents to the jurisdiction of the Oregon state courts. This Agreement has been submitted to the scrutiny of all parties hereto and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or such party's counsel. It is not the intent of the parties hereto to violate any applicable laws. If for any reason any non-material provision of this Agreement does violate any such laws or is not fully enforceable in accordance with the terms and provisions hereof, this Agreement shall nevertheless be limited or construed to comply with such laws and shall be enforced to the fullest extent permitted by such laws, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- g. Notice. All notices required to be given hereunder shall be made in writing and shall be deemed to have been duly given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested. The parties' addresses are as follows:

Steve Wise
Sandy River Basin Watershed Council
P.O. Box 868
Sandy, Oregon 97055

Rick Gruen
Clackamas County Parks
150 Beaver Creek Road, Suite 419
Oregon City, Oregon 97045

- h. Third Parties. Nothing contained herein nor the transactions contemplated hereby, express or implied, shall be deemed to inure to the benefit of any person or entity not a party to this Agreement, nor shall it confer upon any such party or entity any right or remedy of any nature whatsoever.

- i. Facsimile and Electronic Signatures. Signatures and/or consents may be evidenced by facsimile, and may be evidenced by E-Mail and/or electronic signatures. Documents with original signatures shall be provided upon request of any party.
- j. Entire Agreement. This Agreement, and the final exhibits and attachments attached hereto, constitute the entire agreement between the parties and any prior agreements, whether oral or written, have been merged and integrated into this Agreement.
- k. Representation. SRBWC and COUNTY have been afforded an opportunity to select and receive counsel with respect to this Agreement from their own attorneys and professional advisors before signing this Agreement.
- l. Successors and Assigns. This Agreement shall bind and inure to the benefit of not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns.
- m. Independent Contractor Status. SRBWC shall be an independent contractor for all purposes under this Agreement and under no circumstances shall SRBWC be considered an employee of COUNTY. SRBWC shall be solely responsible for (a) its performance under this Agreement and the quality of its work, (b) obtaining and maintaining all licenses and certifications necessary to carry out this Agreement, (c) payment of any fees, taxes, royalties, or other expenses necessary to complete the work contemplated in this Agreement, and (d) meeting all other requirements of law in carrying out this Agreement.
- n. Governing Law. This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that

arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. SRBWC, by execution of this contract, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- o. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Paragraphs 2(b), (k), (l), (m), (n), and 8(b), (e), (f), (j), (n), and (q). However, such expiration shall not extinguish or prejudice the County's right to enforce this Agreement with respect to: (a) any breach of a SRBWC warranty; or (b) any default or defect in SRBWC's performance that has not been cured.
- p. Force Majeure. Neither County nor SRBWC shall be held responsible for delay or default caused by events outside the County or SRBWC's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, SRBWC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- q. Waiver. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date of signature below.

SANDY RIVER BASIN WATERSHED COUNCIL

By: Steve Wise
Printed Name: Steve Wise
Title: Executive Director
Date: 6/5/2019

COUNTY

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

EXHIBIT "A" - Project Site

This PROPERTY USE Agreement is for the use, access, development, and construction of the Sandy/Salmon River Confluence Restoration Project (the "Project") on or along certain County owned properties as follows:

- MAP & TL: 26E23 00300
- MAP & TL: 26E23 00600
- MAP & TL: 26E23DC00300

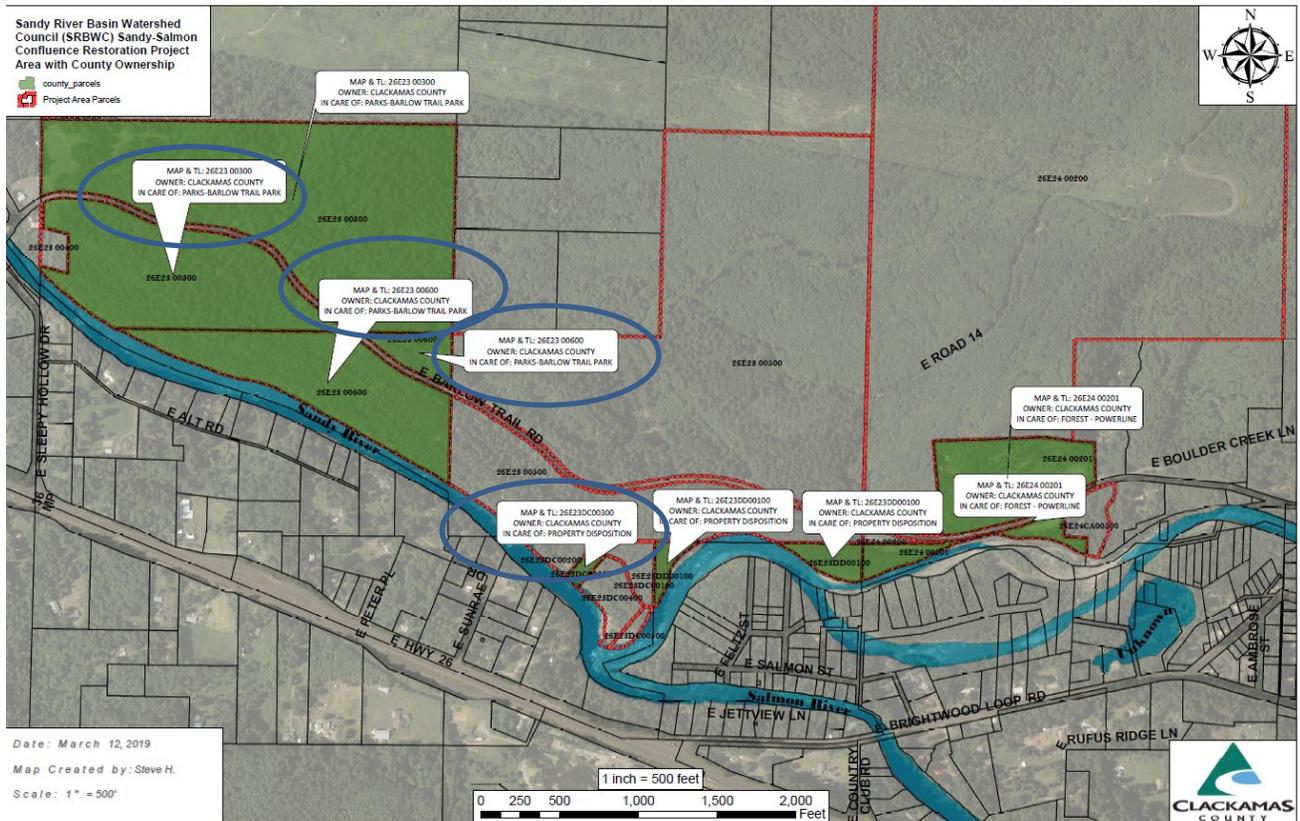


EXHIBIT “B” - Project Area



Tim Heider
Interim Director

Public and Government Affairs
Public Services Building
2015 Kaen Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Personal Services Contract with Summit Strategies
Government Affairs, LLC to provide Federal Representation Services**

Purpose/ Outcomes	This Contract will provide Federal Representation Services to increase the likelihood that federal funding decisions, legislation, programs, proposals, rules and regulations reflect the needs and concerns of the citizens of Clackamas County.
Dollar Amount and Fiscal Impact	Contract value is \$787,135.20
Funding Source	Contract is administered by Public and Governmental Affairs, 70% charged to Admin Non-D 100-9110-00-431000 17% charged to DTD Admin 215-7401-00-431000 13% charged to WES
Duration	Contract Execution through June 30, 2024
Previous Board Action	In 2015, the BCC approved a contract to Summit Strategies Government Affairs, LLC for Federal Representation Services.
Strategic Plan Alignment	Building public trust through good government
Counsel Review	5/22/2019
Contact Person	Tim Heider, Interim PGA Director, 503-742-5911

BACKGROUND:

The mission of the Clackamas County Public and Government Affairs department (PGA) is to provide public engagement, intergovernmental and legislative relations, and consultation and communication services to the public, the Board of County Commissioners and all departments so they can build connections and trust between people and their government. PGA is seeking to maintain a continued presence in Washington D.C. and to increase the likelihood that federal funding decisions, legislation, programs, proposals, rules and regulations reflect the needs and concerns of the citizens of Clackamas County.

This project was advertised in accordance with ORS and LCRB Rules on March 19, 2019. Proposals were opened on April 23, 2019. The County received one (1) proposal: Summit Strategies Government Affairs, LLC. After review, scoring, and Evaluation Committee discussions, it was determined that Summit Strategies Government Affairs, LLC would be recommended for a Contract award. County Counsel reviewed this Contract on 5/22/2019.



Tim Heider
Interim Director

Public and Government Affairs
Public Services Building
2015 Kaen Road, Oregon City, OR 97045

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Contract.

Respectfully submitted,

Public and Government Affairs, Director

Placed on the Agenda of _____ by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between SUMMIT STRATEGIES GOVERNMENT AFFAIRS, LLC ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of its Public and Governmental Affairs Department.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2024. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: Federal Representation Services ("Work"), further described in Exhibit A.

3. Consideration. For accomplishing Work required by this Contract, the County agrees to pay Contractor, from available and authorized funds, a sum not to exceed one hundred forty-nine thousand seven hundred fifty dollars (\$149,750.00) for the first year of the Contract, one hundred fifty-three thousand four hundred ninety-three dollars and seventy-five cents (\$153,493.75) for the second year, one hundred fifty-seven thousand three hundred thirty-one dollars and nine cents (\$157,331.09) for the third year, one hundred sixty-one thousand two hundred sixty-four dollars and thirty-seven cents (\$161,264.37) for the fourth year, and one hundred sixty-five thousand two hundred ninety-five dollars and ninety-eight cents (\$165,295.98) for the fifth year. The total payments under this Contract shall not exceed seven hundred eighty-seven thousand one hundred thirty-five dollars and twenty cents (\$787,135.20). If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://www.clackamas.us/finance/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, and E.

6. Contractor Data.

Address: 440 1st Street, NW. Suite 440, Washington, DC 20001

Contractor Contract Administrator: Hal Hiemstra

Phone No.: (202) 638-3307

Email: HalH@summitstrategies.us

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or

suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County

to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated

pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

(D) The Contractor shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

(Signatures are on the following page.)

**EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT**

SCOPE OF WORK

Contractor shall provide Federal Representation Services as detailed in Request for Proposal #2019-16, issued on March 19, 2019, hereby incorporated by reference as **Exhibit D** and the Contractor’s Proposal hereby incorporated by reference as **Exhibit E**.

The County Contract administrator for this Contract is: Tim Heider

PAYMENTS AND INVOICES

- a. Consideration Rates – Fixed Fee according to the following:

	Monthly fee for Work performed:	
Contract Year 1	\$	12,479.17
Contract Year 2	\$	12,791.15
Contract Year 3	\$	13,110.92
Contract Year 4	\$	13,438.70
Contract Year 5	\$	13,774.67

- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of **\$787,135.20**. Invoices shall be submitted to: Caren Anderson by email at canderson@clackamas.us or by mail at 2051 Kaen Road, Suite 426, Oregon City, OR 97045.
- c. Invoices for Work performed under this Contract shall be submitted in Proper Form. Invoices in Proper Form shall include the following:
 - a. A detailed description of Work performed during the hours included on the Invoice.
 - b. A detailed description of Expenses for which Contractor is seeking reimbursement.
 - c. Invoices shall separate all hours, Work, and Expenses as requested by the County.
 - d. Contractor shall provide any additional information not otherwise specified in this Contract to support invoices as requested by County.
 - e. Invoices in Proper Form shall be subject to any other applicable terms and provisions in this Contract.
- d. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in Proper Form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- e. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
REQUEST FOR PROPOSALS #2019-16
FEDERAL REPRESENTATION SERVICES

EXHIBIT E
CONTRACTOR'S PROPOSAL



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

June 3, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approve a Non-Disclosure Agreement with Verizon Business Network Services, Inc.

Purpose/Outcomes	Technology Services and Verizon need a Non-Disclosure Agreement signed so they can share network information with one another.
Dollar Amount and Fiscal Impact	None.
Funding Source	N/A
Duration	Through May 15, 2020.
Previous Board Action	None.
Strategic Plan Alignment	1. Build a strong infrastructure. 2. Grow a vibrant economy.
Contact Person	Dave Devore (503) 723-4996

BACKGROUND:

In 2017, the Board adopted a Performance Clackamas goal that by 2020, all residents and business will have access to high speed internet. As Technology Services develops plans to meet this goal it is pursuing partnerships and operational cooperation from other communications providers. Verizon is willing to share detailed information and have these discussions with staff in Technology Services but only if they are subject to a Non-Disclosure Agreement.

This Non-Disclosure Agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Non-Disclosure Agreement.

Sincerely,

Dave Cummings
CIO Technology Services

NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (“Agreement”), is made and entered into as of **May 15th, 2019** (“Effective Date”) by and between THE COUNTY OF CLACKAMAS, a government entity (“County”) of the State of Oregon and Verizon Business Network Services Inc., a Delaware corporation with its principal offices at One Verizon Way, Basking Ridge, New Jersey, 07920 (“VBNS”) and its affiliates (defined as an entity controlling, majority-owned, controlled or under common voting control with VBNS, or a contractual or joint venture partner, possessing, whether by contract or otherwise, similar rights or obligations (individually or collectively, the “Company”). County and the Company may be referred to herein collectively as the “Parties” and individually as a “Party”.

WHEREAS, the Parties desire to engage in preliminary discussions concerning the deployment of wireless and wireline network infrastructure in the County, among other related matters;

WHEREAS, the Parties may provide Confidential Information (as defined below) to one another to understand the wireless and wireline network deployment;

NOW, THEREFORE, in consideration of the foregoing, County and Company hereby agree as follows:

1. Notwithstanding anything to the contrary, County’s obligations under this Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 *et. seq.*, and any other applicable state or federal law. Company asserts that Confidential Information, defined below, submitted pursuant to this Agreement is exempt from disclosure under one or more exceptions including, but not limited to: ORS 192.345(2) (trade secrets) and ORS 192.354(4) (confidential submissions). While County will make good faith efforts to perform under this Agreement, County’s disclosure of Confidential Information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Company within a reasonable period of time of the request. Company is exclusively responsible for defending Company’s position concerning the confidentiality of the requested information. County is not required to assist Company in opposing disclosure of Confidential Information. Notices under this provision shall be sent to donna.barrett@verizonwireless.com.

2. “Confidential Information” means information not generally known to the public, marked confidential and which is maintained by either of the Parties as confidential, and is reasonably considered confidential, whether of a technical, business or other nature that relates to the infrastructure and network deployment or a potential agreement between County and the Company. Other information, although not necessarily directly related to the infrastructure and network deployment or a potential agreement between County and Company, is nevertheless disclosed as a result of the Parties’ discussions, and is marked confidential or proprietary because of: (i) legends or other markings, the Parties may provide Confidential Information in written or tangible form (including information in computer software or held in electronic storage media) or by oral, visual or other means. Confidential Information may also, without limitation, include confidential or proprietary documents, plans, records, reports, correspondence, applications, data and any and all other sources of information. If the Confidential Information is provided orally, it shall be deemed to be confidential or proprietary if identified as such by the Parties at the time it is provided. Confidential Information shall not include

information that is in the public domain, information that the Parties independently and lawfully obtain and/or information that either Party obtains by a court order.

3. By submitting the Confidential Information, the Parties do not grant to one another or any third party any license, explicitly or implicitly, under any trademark, patent, copyright, mask work, protection right, trade secret or any other intellectual property right, except for the uses identified herein. Further, any submittal of the Confidential Information does not constitute or imply any commitment, promise, or inducement by the Company or County to enter into any further agreements.
4. Except as otherwise required by law, the Confidential Information and information derived directly from the Confidential Information related to the infrastructure network will be used solely for the purpose of evaluating the infrastructure and network deployment or a potential agreement between County and the Company. The Parties and any party to whom the Confidential Information is furnished as provided herein, shall keep the Confidential Information confidential and shall not disclose the Confidential Information to any third persons except as required by law or as permitted pursuant to the terms set forth in this Agreement.
5. The Parties may disclose the Confidential Information or portions thereof only to the persons to whom such disclosure is permissible (collectively, the "Representatives") as follows: (i) officers, employees and legal counsel of the Parties on a need-to-know basis; or (ii) other state agencies, local governments or local development authorities and their respective officers and employees, whose assistance may be requested or required in connection with evaluating infrastructure and network deployment or a potential agreement between County and the Company; (iii) or as otherwise allowed by the terms of this Agreement. Prior to providing any of the Confidential Information to the Representatives, the Parties shall advise any and all of the Representatives of the confidential nature of the Confidential Information and require each such Representative to comply with the requirements of this Agreement.
6. Any person who is provided with Confidential Information shall make best efforts to fully protect the Confidential Information, including but not limited to (i) if the Confidential Information contains hard copies, to keep that Confidential Information in a locked location and to restrict access to anyone who does not have permission to review the Confidential Information; and (ii) if Confidential Information is in digital format, to maintain the Confidential Information in a system with encryption and to restrict access to anyone who does not have permission to review the Confidential Information.
7. Neither Party shall issue any press releases announcing the infrastructure and network deployment or any potential agreement between County and Company or make any similar affirmative announcement to any third person unless the other party provides written consent or if compelled by law, subject to the provisions of Paragraph 9 below.
8. County agrees and acknowledges as follows: (i) the Confidential Information provided by Company to County is owned by Company, and (ii) that breach of this Agreement may cause significant harm to Company.
9. Each actual breach of this Agreement herein shall generate a claim in favor of the other Party that the other Party may assert against the breaching Party. Upon such breach, the other Party shall be authorized to seek all remedies available at law or in equity, including actual and punitive damages, injunctive relief and specific performance. The Parties agree that monetary damages may not be

adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement.

10. This Agreement will expire upon the earlier of (i) one (1) year from the Effective Date or (ii) upon the completion of the infrastructure and network deployment or execution of an agreement between County and Company. If a subsequent agreement is executed that contains a confidentiality provision, the terms and conditions of that agreement shall govern the issues of non-disclosure and confidentiality. Upon written request made by the Company or in the event this Agreement expires without a subsequent agreement, County shall have thirty (30) days to either (i) promptly return to Company all Confidential Information, all copies thereof, and any notes, reports, compilations, records, or similar documents derived or made therefrom, or (ii) agree with Company upon appropriate methods and certification of destruction or other disposition of the foregoing. Notwithstanding such expiration or termination, all of the Parties' non-disclosure obligations under this Agreement will survive with respect to any Confidential Information received prior to such expiration or termination unless a subsequent agreement is in effect in which case it shall govern.
11. This Agreement also applies to Confidential Information related to the wireless and wireline infrastructure already disclosed to County and County represents that Confidential Information disclosed prior to the Effective Date has not been disclosed to any third persons. Any previously disclosed Confidential Information is subject to the terms and conditions of this Agreement.
12. No failure or delay by Company or County to exercise any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise.
13. This Agreement shall be binding upon and inure to the benefit of County and Company and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without reference to its conflict of law provisions. Any claim between County and Company that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement.
15. This Agreement contains the entire agreement and understanding concerning the subject matter here of between County and Company and may not be amended except by a writing executed by both County and Company.
16. Except as expressly provided herein, nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. No Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the others.
17. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the others

that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized.

18. 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.

IN WITNESS WHEREOF, County and Company have executed this Agreement effective as of the date first above written.

COUNTY OF CLACKAMAS

By: _____

Name: _____

Title: _____

VERIZON BUSINESS NETWORK SERVICES INC.

By:  _____

Name: Milton H. Doumit, Jr, 05/15/2019

Title: Director State Govt Relations



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

Laura Zentner, Director
Business and Community Services
150 Beaver Creek Road
Oregon City, OR 97045

June 13, 2019

Board of County Commissioners
Clackamas County
Acting as the Board of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of Resolution 2019-____ for North Clackamas Parks and Recreation District
Supplemental Budget and Transfer of Appropriations for FY 2018-19

Purpose/Outcome	Approval of a resolution for North Clackamas Parks and Recreation District supplemental budget change and transfer of appropriations for FY 2018-19.
Dollar Amount and Fiscal Impact	The effect is an <i>increase</i> in appropriations of \$80,000
Funding Source	N/A
Duration	July 1, 2018 through June 30, 2019
Previous Board Action/Review	Budget adopted by NCPRD Budget Committee at June 28, 2018 Business Meeting of the BCC
Strategic Plan Alignment	Build public trust through good government
Contact Person	Elizabeth Gomez, <i>Financial Operations Manager</i> , 503-742-4352 Scott Archer, <i>Director</i> , 503-742-4421

BACKGROUND:

Periodically during the fiscal year it may become necessary to reduce allocations, allocate additional sources of revenue, transfer budgeted appropriations, and appropriate additional expenditures to more to more accurately meet the changing requirements of the North Clackamas Parks and Recreation District. The attached resolution reflects such changes requested in keeping with a legally accurate budget.

A supplemental budget is a method of appropriating fund expenditures less than 10% during the fiscal year as required by state budget law per ORS 294.471.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution reflects the following changes as requested by staff in keeping with a legally accurate budget.

The **System Development Charge Zone 1 Fund** – is completing a transfer from the *Capital Outlay* category to the *Transfers to Other Funds* category in the amount of \$80,000 to increase the transfer to the *Capital Projects Fund* for additional unforeseen expenses related to the Wichita and Milwaukie Bay Park projects.

The **Capital Projects Fund** – is completing a supplemental budget to increase the *Capital Outlay* expense category and the *Interfund Transfer* income category in the amount of \$80,000 as a result of additional unforeseen expenses related to the Wichita and Milwaukie Bay Park projects.

RECOMMENDATION:

Staff respectfully recommends the Board approve Resolution 2019-____, including Exhibits A and B in keeping with a legally accurate budget.

ATTACHMENT:

1. Resolution 2019-____

Respectfully submitted,

Laura Zentner
Director Business and Community Services

**BEFORE THE BOARD OF
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution Providing Adoption of a Supplemental Budget Less than 10 Percent of Total Qualifying Expenditures, Transferring and Making Appropriations for Fiscal Year 2018-2019



Resolution No. 2019-____
Page 1 of 3

Whereas, during the fiscal year changes in appropriated expenditures may become necessary and appropriation may need to be increased, decreased or transferred from one appropriation category to another, as detailed in the attached Exhibits A and B, which by this reference is made a part of this Resolution;

Whereas, transfer of appropriations for the period of July 1, 2018 through June 30, 2019, inclusive, is necessary to continue to prudently manage the distribution of those expenditures for the needs of District residents;

Whereas, the funds being adjusted are:

- North Clackamas Parks & Recreation District – System Development Charge Zone 1 Fund
- North Clackamas Parks and Recreation District- Capital Projects Fund

It further appearing that it is in the best interest of the District to approve this transfer of appropriation for the period of July 1, 2018 through June 30, 2019.

NOW THEREFORE, the Clackamas County Board of County Commissioners acting as the Board of Directors of the North Clackamas Parks and Recreation District resolves as follows:

Pursuant to its authority under ORS 294.471, the supplemental budget is adopted and appropriations established and transfer of appropriations within the fiscal year budget is authorized as shown in the attached Exhibits A and B which by this reference is made a part of this Resolution.

DATED this 13th day of June, 2019

**BOARD OF COUNTY COMMISSIONERS ACTING AS THE BOARD OF DIRECTORS
OF THE NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Chair

Recording Secretary

TRANSFER REQUESTS
Exhibit A

**NORTH CLACKAMAS PARKS & RECREATION DISTRICT – System Development Charge
Zone 1 Fund**

Increase:		
	Interfund Transfer	<u>\$ 80,000</u>
	Total	<u>\$ 80,000</u>
Decrease:		
	Capital Outlay	<u>\$ 80,000</u>
	Total	<u>\$ 80,000</u>

The **System Development Charge Zone 1 Fund** is transferring from the *Capital Outlay* category to the *Interfund Transfer* category in the amount of \$80,000 to increase the transfer to the **Capital Projects Fund** for additional unanticipated expenses related to the Wichita and Milwaukie Bay Park projects.

CHANGES OF LESS THAN 10% OF BUDGET

Exhibit B

NORTH CLACKAMAS PARKS & RECREATION DISTRICT – Capital Projects Fund

Increase:		
	Interfund Transfer	<u>\$ 80,000</u>
	Total	<u>\$ 80,000</u>

Increase:		
	Capital Outlay	<u>\$ 80,000</u>
	Total	<u>\$ 80,000</u>

The **Capital Projects Fund** is increasing the Interfund Transfer and increasing the *Capital Outlay* expense category in the amount of \$80,000 for additional unanticipated expenses related to the Wichita and Milwaukie Bay Park projects.