

AGENDA

Thursday, December 5, 2013 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2013-94

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation Recognizing Completion of the Clackamas Broadband Express Grant
(David Cummings, Technology Services)

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

IV. DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

County Administration

Please Note: This Item is subject to the Board's discussion on Tuesday, Dec. 3rd – material for this item should be available after that discussion.

1. Direction to Staff Regarding Columbia River Crossing Tolls and their Effects on Interstate 205 (Dan Chandler, Strategic Policy Administrator)

V. 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 Study Session. 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 an Interagency Agreement between the Development Agency and Community Development for the Bell Road Pedestrian Street Improvements Project within the North Clackamas Revitalization Area – *Community Development*
2. Approval of a Funding Agreement with United Way of the Columbia-Willamette to Provide Short-Term Rent and Mortgage Assistance Services to Low-Income Families in Clackamas County who are at Risk of Losing their Housing – *Social Services*

3. Approval of Amendment No. 1 to a Residential Treatment Services Agreement with Youth Villages, Inc. – *Behavioral Health*
4. Approval of Amendment to the Revenue Intergovernmental Agreement with Clackamas County Community Corrections, to Provide Behavioral Health Services to Community Corrections' Consumers – *Health Centers*

B. Elected Officials

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

C. County Counsel

1. Authorization to Settle Miller v Clackamas County

D. Department of Emergency Management

1. Approval of Fiscal Year 2011 Urban Area Security Initiative Local Grant Agreement with the City of Lake Oswego
2. Approval of Fiscal Year 2012 Emergency Management Performance Grant Amendment No. 1 with the State of Oregon

VII. COUNTY ADMINISTRATOR UPDATE

VIII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

December 5, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation Recognizing Completion of the Clackamas Broadband Express Grant

Purpose/Outcomes	Recognizing staff and partners who worked on the Clackamas Broadband Express (CBX) project.
Fiscal Impact	None
Funding Source	Enterprise, Self-Sustaining
Safety Impact	None
Duration	15 minutes
Previous Action	None
Contact Person	Duke Dexter, CBX Coordinator – Technology Services: 503-722-6663

BACKGROUND

In 2010, Technology Services (TS) applied and received a Federal Stimulus Grant as part of the American Recovery and Reinvestment Act of 2009 for approximately \$7.8 million to construct a fiber optic infrastructure in Clackamas County connecting over 160 sites, creating backbone opportunities for local telecommunication companies and expanding economic growth. The county pledged \$3.3 million in matching funds for a project budget of \$11.1 million.

As of October 1, 2013, the grant is officially over and Clackamas Broadband Express (CBX) begins the transition into operating like a dark fiber utility and is now fully self-sustaining. CBX has installed 180 miles of fiber, 163 anchor sites and four commercial providers.

Clients now utilizing the new system will save in monthly fees and other costs, including all county school districts, numerous county departments and public safety agencies. Some examples of savings:

- \$27,000/yr TCSD/CCSD#1
- \$253,000/yr All School Districts
- \$87,000/yr County Departments

CBX will allow service providers to expand and enhance services and improve service delivery to their customers, as well as assist local businesses in becoming more viable in a global marketplace. CBX will also provide key infrastructure for attracting new businesses to the county, facilitating crucial economic development.

RECOMMENDATION

Staff recommends the Board hear testimonials about the success of this project and a presentation on its future potential and recognize staff and partners involved in the completion of this long-term project and the benefit it has provided to Clackamas County.

Respectfully submitted,



David Cummings
Chief Information Officer



December 5, 2013

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

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution on the Columbia River Crossing and
its Effect on Interstate 205 in Oregon

Purpose: Proposed Resolution on the Columbia River Crossing and its
Effect on Interstate 205 in Oregon
Dollar Amount: N/A
Funding Source: N/A

Discussion regarding Columbia River Crossing

Background

Since 2008 the Clackamas County Commission has written several times to project sponsors and policy makers to express concerns regarding the proposed Columbia River Crossing (CRC), and the effect that the project might have on Interstate 205 in Clackamas County. Each time, the Commission has urged project sponsors to view I-205 and I-5 as a single system, and consider investments in I-205 concurrently with the CRC.

The County's chief concern has been that tolling the CRC will cause substantial amounts of traffic to divert to the Oregon portion of I-205, particularly the South 205 Corridor from Highway 213 to Interstate 5. The region does not benefit if improvements to the CRC come at the cost of near-term gridlock to I-205. The traffic analysis of I-205 in the Environmental Impact Statement stopped at the Glisan Street exit in Multnomah County.

This past March, the County Commission wrote the CRC sponsors to express the County's continuing concerns regarding trip diversion. CRC staff responded that traffic and revenue assumptions were being updated and refined as part of the project's "investment grade analysis."

When projections from the investment grade analysis appeared this fall, they showed a much higher level of trip diversion than had previously been forecast. At the same time, it became apparent that overall travel levels have declined since the Environmental Impact Statement was prepared for the CRC.

ODOT's response to the new numbers was to state that the investment grade analysis overestimated diversion to I-205 in order to be financially conservative. The point according to Mr. Garrett was to show that tolling the CRC would still provide sufficient revenue, even if a large number of vehicles diverted to I-205. From the county's perspective, this response still left significant questions unanswered: If the investment grade analysis is inaccurate and the EIS is outdated, what is the accurate forecast? When will trip diversion likely occur, and at what levels?

On October 29, 2013, the County sent a letter reiterating its concerns, and requesting information on the timing and amount of trip diversion to I-205. ODOT director Matt Garrett sent a reply on November 12, 2013. The gist of the reply was to state that by 2030, I-205 in Oregon would reach its capacity with or without tolling on the CRC. The letter did not provide/discuss new analysis or the timing of trip diversion.

Analysis

The attached memorandum from Larry Conrad, dated November 14, 2013 addresses potential congestion and travel on I-205 in Clackamas County in 2035. The memo illuminates several key issues regarding the future of I-205 in Clackamas County:

1. There will be substantial gridlock on the South 205 Corridor if the four-lane section is not improved to 6 lanes.
2. In its current configuration, it will not take many additional vehicles to push the South 205 corridor to failure. Thus the timing and amount of tolling diversion is important.
3. Adding a single travel lane in each direction would mean an additional 20,000 trips would use the South 205 Corridor each day. This raises an important question: Where will those vehicles go if 205 is not improved?

The Proposed Resolution

The attached resolution expresses the County's continued concern with Interstate 205, urges lawmakers to require an updated and thorough study of trip diversion, and urges lawmakers to view I-5 and I-205 as a single system, with mitigation to I-205 as a part of any CRC tolling proposal.

Respectfully submitted:



Dan Chandler
Strategic Policy Administrator

Attachments:

Proposed Resolution

October 29, 2013 letter from Board of Commissioners to Governor Kitzhaber.

November 12 letter from ODOT Director Garrett to Board of Commissioners

November 14, 2013 Memorandum from Larry Conrad to Dan Chandler.

**A Resolution Regarding the
Columbia River Crossing and
its Effect on Interstate 205
in Clackamas County**

Resolution No.

WHEREAS, Interstate 205 is the backbone of Clackamas County's transportation system, and a vital lifeline to Clackamas County businesses;

WHEREAS, a full quarter of Clackamas County's overall Gross Domestic Product lies in wholesale trade and transportation;

WHEREAS, over the past 5 years, three separate Boards of Commissioners have written to urge policymakers to consider I-5 and I-205 as a single system, and to express concerns regarding the effect that tolling the Columbia River Crossing will have on I-205;

WHEREAS, the State and the County have made substantial investments in the Sunrise System, which may be degraded if I-205 fails;

WHEREAS, because I-205 narrows to a 4-lane profile from the Abernathy Bridge to Stafford Road, the South 205 Corridor from Highway 213 to Interstate 5 is at particular risk from the CRC;

WHEREAS, the recent investment grade analysis casts doubts on previous estimates of trip diversion, and shows that tolling the CRC may cause gridlock on I-205 as soon as 2022;

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

1. Clackamas County urges its State and Federal legislative delegations to require an updated and thorough evaluation of the effect that tolling the CRC will have on all of Interstate 205 in Oregon before any tolling plan is approved.
2. Before approval of any financing plan that includes tolls, Clackamas County urges its State and Federal legislative delegations to require a system-wide approach to the CRC that includes a plan to mitigate the impact that CRC tolling will have on the Oregon portion of Interstate 205.

Adopted this 5th day of December, 2013

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



BOARD OF COUNTY COMMISSIONERS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

October 29, 2013

The Honorable John Kitzhaber
Governor of Oregon
State Capitol Building
900 Court St. NE, Suite 254
Salem, OR 97301-4047

Dear Governor Kitzhaber:

I am writing on behalf of the Clackamas County Board of Commissioners to request an update on the number and timing of vehicles expected to divert from Interstate 5 (I-5) to Interstate 205 (I-205) if tolls are imposed on the proposed Columbia River Crossing (CRC) project.

Three times in the past five years the Clackamas County Commission has written to express its concerns regarding tolling for the proposed CRC. Copies of those letters are attached. We have yet to receive satisfactory answers.

Clackamas County believes that tolling the CRC will create unmanageable congestion along I-205, a lifeline for Clackamas County businesses. A full quarter of Clackamas County's overall Gross Domestic Product lies in wholesale trade and transportation. Therefore, we believe Clackamas County will experience more negative impacts from trip diversion than any other county.

Our connections to the Interstate Highway System, the Port of Portland and Portland International Airport are vital to regional economic prosperity and stability. I-5 and I-205 are integrated transportation systems. When one system reaches breaking point the other will closely follow. It is imperative to look at the two systems in unison and consider parallel improvements and upgrades.

The south I-205 corridor from Highway 213 to I-5 already experiences rush hour gridlock as it narrows from three lanes to two. The County Commission recently prioritized adding additional lanes to I-205 in that two lane stretch of the system.

ODOT has finally begun construction on the first phase of the Sunrise System thanks to your support. It would be unfortunate if that road system, after 30 years in the making, would be rendered obsolete by the additional traffic flow on I-205.

The County is currently updating its 20-year Transportation System Plan. It is important that we have accurate information on impacts to I-205 in order to effectively plan for the

future of our local road system and ensure that the Sunrise System and potential I-205 lane additions are thoughtfully and carefully implemented.

Last spring Clackamas County received assurances from the CRC that traffic assumptions were being updated and refined by the CDM Smith study, and that a future Mobility Council would make recommendations. A copy is attached. The analysis shows far higher levels of diversion much sooner than had been previously predicted. The investment grade analysis appears to predict that I-205 could fail as soon as 2022.

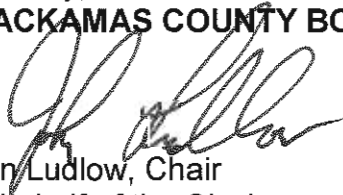
ODOT says that the CDM Smith study was created for a different purpose than previous estimates. We understand the need to be conservative when making investment grade financial projections. However, we also understand that the traffic analysis used in the FEIS can't be changed after it is completed. That is why the County is looking for accurate and timely information.

If the CDM Smith study is inaccurate, or overly conservative, what are the likely trip diversion numbers, and when are they likely to occur? Clackamas County requests that ODOT provide an updated and accurate analysis of the amount and timing of additional traffic that can be expected on I-205 under the proposed CRC plan.

As we believe ODOT has this requested data, please provide this information to us no later than November 11, 2013. Without this information, and without a reasonable accommodation for this influx of increased traffic, Clackamas County will likely oppose the CRC as currently proposed.

Sincerely,

CLACKAMAS COUNTY BOARD OF COMMISSIONERS



John Ludlow, Chair

On behalf of the Clackamas County Board of Commissioners

Attachments

cc: Ted Wheeler, Oregon State Treasurer
Karmen Fore, Governor's Transportation Policy Advisor
Matthew Garrett, Director, Oregon Department of Transportation
Pat Egan, Chair, Oregon Transportation Commission
Oregon legislators
Federal Congressional Delegation
Metro Council
Clackamas County Business Alliance
Clackamas County Mayors
Association of Oregon Counties



Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation

Office of the Director

355 Capitol St NE

Salem, OR 97301

Phone: (503) 986-3289

Fax: (503) 986-3432

November 12, 2013

John Ludlow, Chair
Clackamas County Board of County Commissioners
Public Services Building
2051 Kaen Road
Oregon City, Oregon 97045

ORIGINAL SENT VIA EMAIL

Dear Chair Ludlow:

Thank you for your October 29, 2013, letter on behalf of the Clackamas County Board of Commissioners regarding the Columbia River Crossing project Governor Kitzhaber asked me to reply to your letter, in which you expressed concerns about potential traffic effects on I-205 that could occur as a result of tolling the I-5 bridge. Specifically, you requested information about the accuracy and purpose of the September revenue analysis completed by CDM Smith, including diversion assumptions and potential implications to Clackamas County planning efforts on the southern stretch of I-205. In addition, you noted the need for a system-wide traffic management approach to I-5 and I-205. I have summarized your questions below in bold and addressed each of them.

"Clackamas County believes that tolling the CRC will create unmanageable congestion along I-205...." and ***"Clackamas County will experience more negative effects from trip diversion than any other county"***

Future congestion in the I-205 corridor will occur with or without tolling on I-5.

Metro forecasts the regional population will increase by 750,000 people by 2035. As the population grows, regional trips will also increase, including those across the Columbia River, causing increased congestion. This regional growth will occur with or without an I-5 replacement bridge over the Columbia River. Impacts for the forecast horizon, typically 20 years, were carefully evaluated for all CRC alternatives through the Environmental Impact Statement process. These analyses projected that the I-205 bridge would reach capacity (roughly 200,000 vehicles per day) with or without the replacement I-5 crossing by the year 2030. CDM Smith's analysis validates that the I-205 bridge could reach volumes over 200,000 daily trips by 2036.

Specific to Clackamas County, our analysis has shown that with the CRC project, I-205 traffic volumes in 2030 south of I-84 are forecast to increase by approximately 2,000 to 4,000 additional daily trips, or about a 1-3 percent increase in traffic, compared to not building the project.

“The County is currently updating its 20-year Transportation System Plan. It is important that we have accurate information on impacts to I-205 in order to effectively plan for the future...”

ODOT agrees that regional transportation decisions and priorities should be made in the context of the regional transportation plan.

As you know, transportation planning is conducted in the context of regionally adopted forecasts, developed by Metro, and using nationally recognized regional planning tools like Metro’s Travel Demand Model. As required by state law and the regional transportation plan, the Metro forecast and modeling tools are those that inform all of our transportation planning efforts, both for ODOT and Clackamas County. The CRC project is included in these regional planning tools and efforts to update the county 20-year transportation plan inherently account for the project.

With no planned increases to I-205 bridge capacity, we expect that the I-205 bridge will experience increased congestion due to regional growth. Modeling for the CRC environmental impact statement projected the I-205 bridge to be at capacity (roughly 200,000 vehicles per day) in 2030, with or without the CRC project.

“The investment grade analysis appears to predict that I-205 could fail as soon as 2022” and “Clackamas County requests that ODOT provide an updated and accurate analysis of the amount and timing of additional traffic that can be expected on I-205 under the proposed CRC plan.”

The CDM Smith projections provide the most current data developed for toll revenue forecasting purposes. Traffic projections for cross-river trips resulting from this work will continue to change as toll rate assumptions, economic forecasts and other variables are refined. CDM Smith’s work will always focus on estimating revenue from tolling I-5 and will use prudent assumptions that will *not overstate revenue*. These conservative forecasts have the *potential to overstate diversion*, especially in the latter years of the forecast when regional congestion is expected to strongly influence route choice.

Earlier tolling studies (2009-10) provided preliminary information on diversion for 2030. Those studies acknowledged that diversion is connected to value of time, as a person’s trip choice is a function of their value of time. Therefore, diversion would be higher at the onset of tolls, when toll rates are increased, when the cost is perceived as new or higher, and when I-205 is less congested.

The September CDM Smith analysis, based on updated independent economic forecasts, shows the potential for I-205 to reach capacity by 2036. This analysis is based on many assumptions such as the rate of toll, the strength of the economy, and personal choices associated with a person’s value of time. Because of this variation, the results provide a range of revenue that reflects the preliminary stage of this work. Using any of the traffic diversion numbers alone as an absolute prediction would not be appropriate.

The CDM Smith analysis demonstrates that diversion is expected to be higher at the onset of tolls, consistent with what SR 520 in Washington and other projects have experienced. Over time, regional growth and congestion on I-205 will lead more and more cross-river traffic to

take I-5. This is demonstrated in the table below showing I-5 shouldering the greatest increase in volume between FY 2016 and FY 2036. Under the tolled forecast, I-5 traffic would be expected to increase roughly 26 percent, while I-205 traffic would increase in the range of 8 to 16 percent. Continued reduction in diversion to I-205 is expected after 2036.

The daily volume differentials in the table below are the most current numbers from CDM Smith’s work and are the most current diversion figures available. However, for a variety of reasons these figures only partially represent diversion. In particular, these figures do not estimate diversion actually caused by the project: they only estimate diversion due to building the project while tolling I-5 compared to building the project without tolling I-5; they do not estimate diversion from building the project while tolling I-5 compared to the No-Build scenario. By not comparing to a No-Build forecast, these figures compare the CRC project with a future that would never be realized-- building the CRC project without tolls. CDM Smith forecasts did not include a comparative No-Build forecast and as such there is no representation of the benefit to I-205 of improving the I-5 river crossing; today, some users divert to I-205 from I-5 due to congestion in the I-5 corridor. Without the project, congestion on I-5 is expected to grow significantly, which would further exacerbate the existing diversion of motorists from I-5 to I-205. Consequently, comparing tolling I-5 with the project to a No-Build scenario would likely lead to a reduction in the apparent diversion numbers. Also, these figures present the net volume differences by facility, which combines the effects of all choices a person may make, therefore not demonstrating the number of users specifically diverting from I-5 to I-205.

These figures are based on assumptions and are expected to change when the investment grade analysis is completed at the end of this year.

**Forecasted Daily Trips on I-5 and I-205
from CDM Smith’s Preliminary September 2013 Toll Revenue Analysis**

	FY 2016			FY 2036		
	I-5 Bridge	I-205 Bridge	Total	I-5 Bridge	I-205 Bridge	Total
Tolled^{1,2}						
High	87,770	171,649	259,419	117,909	204,781	322,691
Low	74,877	163,927	238,803	101,098	178,555	279,652
No Toll³						
High	124,563	140,841	265,403	184,191	168,230	352,420
Low	123,030	139,225	262,255	168,496	152,073	320,569
Daily Volume Differential (Value and Percent)						
High	(36,793)	30,808	(5,984)	(66,282)	36,551	(29,729)
	-30%	22%	-2%	-36%	22%	-8%
Low	(48,153)	24,702	(23,452)	(67,398)	26,482	(40,917)
	-39%	18%	-9%	-40%	17%	-13%

¹Initial traffic fluctuations due to user s adjusting to tolling are not included for this analysis

²FY2016 results include tolled and nighttime toll free assumptions

³No Toll scenarios are presented for comparison purposes only; there is no "no toll" scenario for the build project.

⁴Table represents current work, and is subject to change pending final investment grade analysis work

⁵Values shown are Average Daily Traffic (ADT) for the forecast year and crossing described. Percentage differences are taken as the percent change between the toll/no toll scenarios.


⁶"High" represents higher socioeconomic forecasts and higher tolls; "Low" in the table represent lower socioeconomic forecasts and lower toll rate assumptions respectively.

The Board of Commissioners has clearly conveyed its concerns, questions and suggestions to ODOT over the past five years as the CRC project has developed, and I thank you for continuing the dialogue. ODOT appreciates your questions about diversion as well as the board's suggested solutions, which have ranged from tolling I-205 (2008 letter) to considering other improvements on I-205 (Nov. 2013). While the CRC project will not implement tolling on I-205, ODOT's focus has been, and continues to be, to evaluate the I-5 improvements within the broader regional context. The Mobility Council, as mentioned in our April 2013 response, is still a priority for CRC project sponsors and was designed to evaluate performance on I-5 and regionally as the Oregon Transportation Commission moves through the public toll-rate-setting process on I-5.

ODOT's work, and the work of the project sponsors to date, clearly shows that the project will provide regional and statewide economic benefits. CRC will address a significant bottleneck on I-5, greatly improving safety and reliability for freight and local trips. However, ODOT won't stop with CRC. ODOT continues to work with the region to plan future projects, including those in Clackamas County.

I appreciate the opportunity to address the issues you raised in your letter to Governor Kitzhaber and hope this information is helpful. In addition, staff is available to provide a technical briefing to the board if that would be helpful in the future.

Sincerely,



Matthew L. Garrett
Director

Cc: John Kitzhaber, Governor
Karmen Fore, Governor's Transportation Policy Advisor
Ted Wheeler, Oregon State Treasurer
Pat Egan, Chair, Oregon Transportation Commission
Oregon legislators
Federal Congressional Delegation
Metro Council
Clackamas County Business Alliance
Clackamas County Mayors
Association of Oregon Counties

To: Dan Chandler, Strategic Policy Administrator
From: Lawrence Conrad, Principal Transportation Planner
Date: 14 November 2013
RE: Review of Forecast Traffic Congestion on I-205

As you requested, the Transportation Planning Staff conducted a review of the forecast traffic volumes and congestion on I-205 in 2035. We looked at the information contained in three versions of the Regional Travel Demand Model which can be defined as follows:

- **2010 Baseline Model (2010)** – this model is used to represent the current conditions on the region arterial and collector network.
- **2035 Fiscally Constrained Model (2035 FC)** – this model is based on the 2035 Household and Employment Forecast and the arterial and collector network which include the proposed projects from the 2010 Regional Transportation Plan including the Columbia River Crossing with tolling.
- **2035 TSP Preferred Alternative Model (2035 PA)** – this model was used in the TSP update process and adds the TSP 20 Year Capital Project to the existing arterial and collector network within Clackamas County. Outside of the County it is based on the 2035 Fiscally Constrained Model (2035 FC) including the Columbia River Crossing with tolling.

The results of this review are as follows:

- All of the models show areas of congestion along I-205 in Clackamas County.
- The 2035 model show higher levels of congestion as a result of forecast growth.
- The Stafford / West Linn bottleneck is the site of the highest level of congestion with I-205 forecast to exceed the operational performance targets in 2035 under the 2035 Fiscally Constrained Model (2035 FC) which assumes that there are no major change to I-205 in this area.
- The Stafford / West Linn bottlenecks forecast level of congestion is lower under the assumption included in the 2035 TSP Preferred Alternative Model (2035 PA). This model assumes that I-205 is widened in this area to a 6 lane cross section.

I hope this information is useful in your discussion of this issue.

Congested
Some Congestion
Nearing Congestion

A: North of I-5 Exit	PM Peak Hour		
	2010	2035 FC	2035 PA
North bound Volume/Capacity (V/C)	3700/600 0 (.54)	4217/600 000 (.70)	4937/600 000 (.82)
South bound Volume/Capacity (V/C)	3254/600 0 (.62)	3694/600 000 (.62)	4517/600 000 (.75)
North bound Number of lanes	3	3	3
South bound Number of lanes	3	3	3
North bound ADT	37000	42170	49370
South bound ADT	32540	36940	45170

B: North of Stafford Exit	PM Peak Hour		
	2010	2035 FC	2035 PA
North bound Volume/Capacity (V/C)	4027/4200 (.96)	4398/4200 (1.05)	5503/6000 (.92)
South bound Volume/Capacity (V/C)	3418/4200 (.81)	3930/4200 (.94)	4925/6000 (.82)
North bound Number of lanes	2	2	3
South bound Number of lanes	2	2	3
North bound ADT	40270	43980	55030
South bound ADT	34180	39300	49250

C: North of 10th St Exit	PM Peak Hour		
	2010	2035 FC	2035 PA
North bound Volume/Capacity (V/C)	3870/4200 (.92)	4233/4200 (1.01)	5626/6000 (.94)
South bound Volume/Capacity (V/C)	3738/4200 (.89)	4300/4200 (1.02)	5260/6000 (.88)
North bound Number of lanes	2	2	3
South bound Number of lanes	2	2	3
North bound ADT	38700	42330	56260
South bound ADT	37380	43000	52600

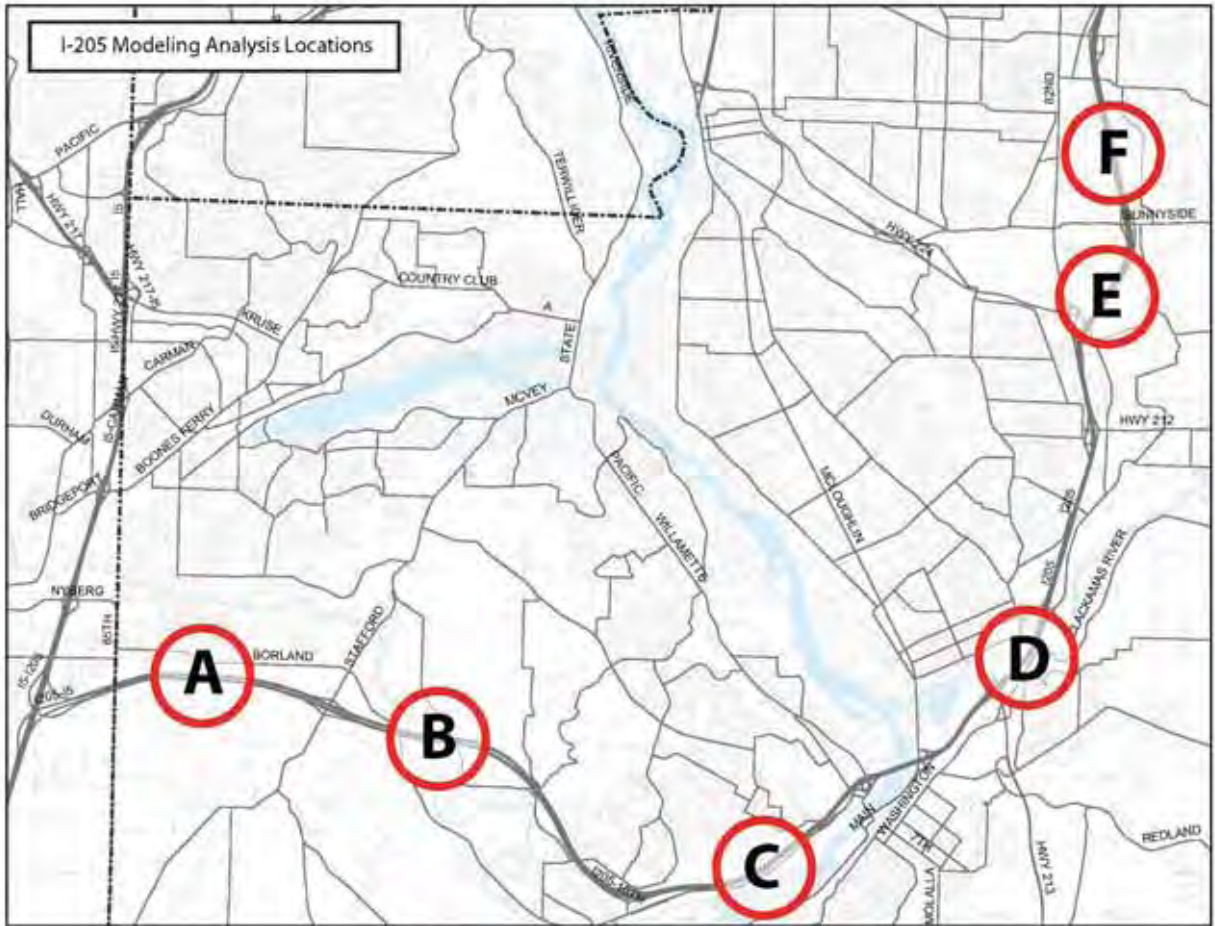
V/C == Volume to Capacity Ratio, a measure of highway performance. A lower V/C ration means the facility is less congested.

ADT = Average Daily Trips

D: North of OR 213 Exit	PM Peak Hour			E: North of OR 224 Expressway Exit	PM Peak Hour			F: North of Sunnyside Exit	PM Peak Hour		
	2010	2035 FC	2035 PA		2010	2035 FC	2035 PA		2010	2035 FC	2035 PA
North bound Volume/Capacity (V/C)	5513/7300 (.76)	6563/7300 (.90)	7006/7300 (.96)	North bound Volume/Capacity (V/C)	4762/6300 (.76)	5899/7000 (.77)	6119/7000 (.79)	North bound Volume/Capacity (V/C)	5513/7300 (.76)	6446/7300 (.88)	6488/7300 (.89)
South bound Volume/Capacity (V/C)	6351/7300 (.87)	7438/7300 (1.02)	7592/7300 (1.04)	South bound Volume/Capacity (V/C)	5295/7300 (.73)	6265/7000 (.81)	6470/7000 (.84)	South bound Volume/Capacity (V/C)	5356/7300 (.73)	6208/7300 (.85)	6181/7300 (.85)
North Bound Number of lanes	3.5	3.5	3.5	North bound Number of lanes	3	3	3	North bound Number of lanes	3.5	3.5	3.5
South bound Number of lanes	3.5	3.5	3.5	South bound Number of lanes	3.5	3	3	South bound Number of lanes	3.5	3.5	3.5
North bound ADT	55,130	65,630	70,060	North bound ADT	47,620	58,990	61,190	North bound ADT	55,130	64,460	64,880
South bound ADT	63,510	74,380	75,920	South bound ADT	52,950	62,650	64,700	South bound ADT	53,560	62,080	61,810

V/C == Volume to Capacity Ratio, a measure of highway performance. A lower V/C ratio means the facility is less congested.

ADT = Average Daily Trips



December 5, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Interagency Agreement between the Development Agency and
Community Development for the Bell Road Pedestrian Street Improvements Project
within the North Clackamas Revitalization Area

Purpose/Outcomes	This Agreement will allow for the Development Agency and Community Development to combine resources to make improvements to an estimated 3,525 lineal feet of sidewalks along Bell Road in the North Clackamas Revitalization Area (NCRA).
Dollar Amount and Fiscal Impact	Community Development Block Grant Funds in the amount of \$180,000. NCRA urban renewal district funds of more than a million dollars. No County General Funds will be used for this project.
Funding Source	Federal – Community Development Block Grant funds and Local Project funds will be used. No County General Funds are involved.
Safety Impact	None
Duration	February 2014 to June 2015
Previous Board Action	The Request for Proposal (RFP) for engineering services for Bell Road approved by the Board of County Commissioners on April 18, 2013, Agenda Item VI.
Contact Person(s)	Steve Kelly – Community Development 650-5665 Ken Itel – Development Agency 742-4234
Contract No.	6477

BACKGROUND:

This Agreement will authorize the Development Agency and Community Development to solicit for a general contractor for this project. The Agreement determines both agencies roles regarding contract administration, project management as well as the duties of the hired engineer during project construction. This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this Agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

INTERAGENCY AGREEMENT

Between

**CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING & HUMAN SERVICES
COMMUNITY DEVELOPMENT DIVISION**

And

CLACKAMAS COUNTY DEVELOPMENT AGENCY

I. PURPOSE

This Agreement provides the basis for a cooperative working relationship between the Clackamas County Community Development Division, herein referred to as CDD, and Clackamas County Development Agency, herein referred to as CCDA, to utilize available Community Development Block Grant (CDBG) and Development Agency funds for construction. The project includes 3,525 lineal feet of new sidewalks, bicycle and drainage improvements along S.E. Bell Road in the North Clackamas Revitalization Area (NCRA). The project will improve pedestrian safety, reduce storm runoff, and improve storm water treatment in this low-income neighborhood. These improvements are hereinafter referred to as the PROJECT.

II. SCOPE OF WORK AND COOPERATION

A. CCDA Responsibilities:

1. CCDA shall provide all necessary supervisory and administrative support to assist CDD with the completion of the PROJECT.
2. CCDA shall provide engineering services via Request for Proposal (RFP) process. Once the RFP process has concluded the selected engineering firm will provide design, staking, as CCDA Engineering will provide primary construction oversight for the PROJECT. CCDA will consult with the selected (hired) engineer for assistance with this PROJECT and insure that all required professional insurance for the PROJECT has been obtained and will remain current thought the life of the PROJECT.
3. CCDA shall perform a detailed topographic survey, including the locations of underground utilities as located, existing right-of-way improvements, road right-of-way width and alignment, and typical physical features such as driveways, fences, culverts, and ditches.
4. CCDA shall initiate and apply for all easements, permits, and rights of way necessary for completion of the PROJECT.
5. CCDA shall assist the CDD in performing any appropriate community information activities.

6. CCDA shall provide all other necessary information and services under its control.
7. CCDA shall accept the improvements upon successful completion of construction and shall monitor the performance of the improvements for the one year maintenance period following completion of the PROJECT. During the year following PROJECT completion CCDA shall engage the project construction contractor to perform any repairs necessary to ensure the preservation and maintenance of the improvements as required under the PROJECT contract.
8. CCDA shall complete and submit the CDBG Project Match Funds Report, see ATTACHMENT A. This report will be only required for fiscal year 2013 (July 1, 2013 to June 30, 2014). The PROJECT Reporting Period only on year, because the PROJECT construction will only be one year.

B. CDD Responsibilities:

1. CDD shall apply CDBG funds for construction of the PROJECT.
2. CDD will assist CCDA in preparing construction bid documents to comply with CDBG regulations.
3. CDD shall conduct an environmental assessment of the PROJECT as required by applicable federal regulations.
4. CDD shall be responsible for advertising for bids and printing of bid documents as needed to publicly bid the PROJECT.
5. CDD will appropriately bid and contract for construction of the PROJECT and, with the advice of CCDA, will approve changes, modifications, or amendments as necessary to serve the public interest.
6. In such contract(s) CDD will act as Owner and perform the following duties:
 - a. Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and CCDA funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project; and
 - g. Relinquish ownership of PROJECT after Release of Retainage to CCDA.
7. CDD agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development (HUD) to finance the PROJECT and to utilize said funds first to pay for construction work.

C. Joint Responsibilities

1. CDD and CCDA shall jointly review all design, material selection and contract documents for the PROJECT.

2. Upon execution of this Agreement CDD and CCDA will actively work with the hired engineering firm for the PROJECT to ensure proactive communication to jointly determine the scope of the improvements to be made, a schedule for implementation of the PROJECT and the most feasible method of providing necessary engineering services.
3. In the event not all planned improvements can be made with available funds CDD and CCDA will jointly determine the priority of the improvements.

III. PROJECT BUDGET

- A. CCDA agrees to be responsible for payment to CDD matching funds totaling the greater of:
 1. Twenty percent (20%) of the total cost of the PROJECT including survey, design, construction, and construction oversight, or
 2. All costs for design and construction which exceed available CDBG funds budgeted for the PROJECT.

CDD will apply CDBG funds in the amount not to exceed **\$180,000** dollars allocated over two fiscal years (2012-13 and 2013-2014). For FY 2012-13 \$35,000 has been awarded, and for FY 2013-14 \$145,000 has been awarded toward the PROJECT. The obligations of CDD are expressly subject to CDD receiving funds from HUD for the PROJECT, and in no event shall CDD's financial contribution exceed the finally granted, released and approved by HUD for this PROJECT. Any construction contract that will exceed the total grant amount of \$180,000 shall be provided by CCDA.

- B. In the event a construction contractor is entitled to payments for work completed after \$180,000 in CDBG funds have been expended, CDD shall request a transfer of funds from CCDA for the amount necessary to make such payments.
- C. Upon receipt of written notification from CDD, CCDA shall provide payment within thirty (30) consecutive calendar days for the PROJECT to CDD through the following COUNTY office:

Attn: Toni Hessevick
Public Services Building-Department of Finance
2051 Kaen Road, Fourth Fl.
Oregon City, OR 97045

IV. PROJECT SCHEDULE

CDD and CCDA fully expect to start and end this project in a timely manner. Both parties will make all reasonable efforts to complete the PROJECT during the agreed to construction season(s). Per CCDA the PROJECT is expected to begin no later than March 2014.

V. LIAISON RESPONSIBILITY

Steve Kelly will act as liaison from CDD for this PROJECT. Kenneth Iteel will act as liaison from CCDA.

VI. SPECIAL REQUIREMENTS

A. Assignment and Subcontracting

Neither party to this Agreement shall assign any portion of work which is a part of this Agreement without the approval of the other party.

B. Conflict of Interest

1. Interest of Officers, Employees, or Agents - No officer, employee, or agent of CDD or CCDA who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and CCDA shall take appropriate steps to assure compliance.
2. Interest of Certain Federal Officials - No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

C. Program Benefit

The parties agree to implement the PROJECT to give maximum feasible benefit to low and moderate income families and individuals.

D. Non Discrimination

CCDA shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

E. Availability of Funds

This Agreement is expressly subject to the debt limitation of the Oregon Constitution, and is contingent upon funds being appropriated therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent. Obligations of CDD are also expressly subject to the County receiving funds from HUD for this Project and in no event shall CDD's financial contribution exceed the amount finally granted, released and approved by HUD for this Project.

F. Other Federal Requirements

Other federal requirements which the parties agree to comply with include but are not limited to:

1. Procurement requirements which apply to professional services and construction contracts and are contained in 24 CFR Part 85 (the "Common Rule");

2. Citizen participation and CDBG application submission requirements contained in 24 CFR 570.301-305;
3. HUD labor standards provisions.

G. Non-Substitution for Local Funding

The CDBG funding made available under this Agreement shall not be utilized by CCDA to reduce substantially the amount of local financial support for drainage improvement activities below the level of such support prior to the availability of funds under this Agreement.

H. Public Information

CDD and CCDA shall cooperate in public information efforts, such as contacts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement, CCDA shall include information identifying the source of funds as the Clackamas County CDBG program.

I. Evaluation

CCDA agrees to participate with CDD in any evaluation project or performance report, as designed by CDD or the appropriate Federal department, and to make available all information required by any such evaluation process.

J. Audits and Inspections

CCDA will insure that CDD, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts.

K. Retention of Records

Records relating to this Project shall be retained for a period of four (4) years after termination of this Agreement.

L. Citizen Participation

CCDA shall maintain records including narratives or other documentation describing the process used to inform citizens concerning the PROJECT.

M. Acquisition/Relocation

If completion of the PROJECT requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.

VII. AMENDMENTS


This Agreement may be amended at any time with the concurrence of both parties. Amendments become part of this Agreement only after the written amendment has been signed by both parties and the County Chief Executive Officer.

VIII. TERM OF AGREEMENT

- A. This Agreement becomes effective when it is signed by both parties.
- B. The term of this Agreement is a period beginning when it becomes effective and ending five (5) years after closeout of Clackamas County's participation in the entitlement CDBG program.
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided by CDD in accordance with 24 CFR 85.43 resulting from material failure by CCDA to comply with any term of this Agreement, or;
 - 2. Mutual agreement by CCDA and CDD in accordance with 24 CFR 85.44.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of Development Agency funds shall remain with CCDA and any unexpended balances of CDBG funds shall remain with CDD.

Clackamas County Development Agency

**Clackamas County Community
Development Division**



Dan Johnson, Agency Manager



Chuck Robbins, Director

10-28-2013
Date

10/29/13
Date

CLACKAMAS COUNTY

Chair John Ludlow
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board.

Cindy Becker, Director
Health, Housing & Human Services Department

Date

ATTACHMENT A - CDBG Project Match Funds Report

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Bell Road (NCRA) Pedestrian Improvements project:

2012-2013 & 2013-2014 Match Funds	\$ 35,000 + \$145,000 = \$180,000
-----------------------------------	--

SOURCES OF LOCAL MATCH:	
Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)	
	\$ _____
	\$ _____
	\$ _____
	\$ _____
	\$ _____

Private (including recipient) Funding	
Fund Raising/Cash	\$ _____
Loans	\$ _____
Building Value or Lease	\$ _____
Donated Goods	\$ _____
New Staff Salaries	\$ _____
Volunteers (\$5/hr)	\$ _____
Volunteer Medical/Legal	\$ _____
Other _____	\$ _____

Prepared By: (Print name)

Signature

Date

December 5, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Funding Agreement with United Way of the Columbia-Willamette to Provide Short-Term Rent and Mortgage Assistance Services to Low-Income Families in Clackamas County Who Are at Risk of Losing Their Housing

Purpose/Outcomes	Provides short-term rent and mortgage assistance services and other necessary support to low-income families in Clackamas County to ensure housing stability. An estimated 50 households will be served in FY13/14 with these additional new funds.
Dollar Amount and Fiscal Impact	\$35,318
Funding Source	United Way Community Relief Fund. There are no Matching Funds nor County General Funds involved.
Safety Impact	None
Duration	July 1, 2013 through June 30, 2014.
Previous Board Action	None
Contact Person	Brenda Durbin
Contract No.	6510

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department requests approval of a funding agreement to provide short-term rent and mortgage assistance services to low-income families in Clackamas County who are at risk of losing their housing.

United Way of the Columbia-Willamette (UWCW) is a local nonprofit working to build a stronger community in the four-county metro area. The United Way Community Relief Fund was spearheaded by UWCW in partnership with Community Action organizations in Clackamas, Clark, Multnomah and Washington counties. Social Services Division is the designated Community Action agency in Clackamas County. The United Way Community Relief Fund was launched early in 2009 as a rapid response to help families most severely impacted by the faltering economy.

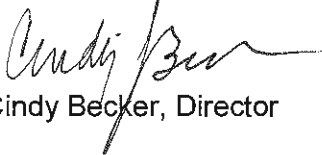
Since the initiative of these funds, 314 households or 969 persons in Clackamas County received rent, mortgage and utility assistance to help stabilize their housing situation and retain housing.

The fund agreement was received from UWCW on November 19, 2013 and was approved by County Counsel on November 20, 2013. Continued participation and subsequent funding are based upon achievement of results.

RECOMMENDATION:

Staff recommends the Board approval of this fund agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


Cindy Becker, Director

2013-2014 COMMUNITY INVESTMENT

FUNDING AGREEMENT

Between

Clackamas County Social Services

(Hereinafter referred to as the "Partner")

and

United Way of the Columbia-Willamette

(Hereinafter referred to as UWCW) (UWCW and Partner are collectively referred to as the "Parties")

This Funding Agreement ("Agreement") confirms that the Board of Directors and Executive Director of the Partner have received notification of an allocation for the fiscal year starting July 1, 2013, and ending June 30, 2014 ("funding period") in the amount of **\$35,318.00** to support Short Term Rent Assistance Support in Clackamas County (hereinafter referred to as the "Project") between UWCW and the Partner.

The Partner hereby acknowledges and agrees that it is responsible for compliance with any written condition(s) relating to the funding allocation provided in writing by UWCW.

The Agreement is entered into on the basis of the Parties' mutual commitment to the community, and to ensure the continued performance of the obligations of both Parties. These obligations include, but are not limited to, the following:

OBLIGATIONS OF UWCW

UWCW agrees to:

- Monitor compliance with this contract.
- Provide technical assistance and support to Partner in complying with the terms of the Agreement;
- Support Partner's projects and initiatives funded by UWCW through UWCW's marketing and communications materials, including mention of the Partnership on the UWCW web site and in other appropriate materials; and
- Provide timely payment of the agreed-upon funding amount to Partner for the duration of this Agreement, or for as long as the terms of this Agreement are maintained.

PAYMENT SCHEDULE

The agreed-upon funding amount will be made via direct deposit to the bank account designated by Partner.

OBLIGATIONS OF THE PARTNER

- Partner agrees to meet all deadlines in executing the following mandatory documents:

1) Funding Agreement	Signed and executed agreement.
2) Change in Executive Director or Project Contact	Provide notification, in writing, to UWCW Grant Liaison within 30 days of hire or taking office
3) Provide End of Service Report, Demographics, Activities to Outputs and Stories.	Due within 30 days after completing services provided.

- For future grant cycles, partner agrees to adhere to the anti-discrimination policy(ies) submitted to UWCW that demonstrate(s) that Partner does not discriminate in its staff, board, volunteers, volunteer committees, or recipients of services on the basis of a person's race, religion, sex, sexual orientation, age, national origin, ancestry, marital status, veteran status, or mental, sensory, or physical disability, or any other status governed by applicable law. This requirement shall apply, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Partner also agrees to abide by state and federal laws applicable to accommodation and non-discrimination regarding disabilities.
- Partner agrees to indemnify and hold harmless UWCW if an individual or class of individuals claiming discrimination brings any action relating to this Agreement and UWCW is named as a defendant or joined as a party.
- Partner agrees to cooperate with UWCW with requests for site visits by UWCW staff, donors, partners and/or volunteers.
- Partner agrees to recognize UWCW support at Partner events and in media coverage through inclusion of the statement "A United Way Community Partner" on appropriate signage and promotional materials, including verbally on radio and TV.
- Partner agrees to recognize UWCW support through inclusion of the UWCW logo in published materials (annual reports, brochures, other publications) and at signage at physical facilities related to the project.

USE OF FUNDS

UWCW acknowledges that it is accountable to its donors and to its Board of Directors, which approves funding, for the use of Community Impact funds. Partner's execution of this Agreement with UWCW creates a legal duty on the part of Partner to use the funds in accordance with the terms and the conditions of the Agreement attached as an addendum hereto.

Partner agrees not to use any funds from UWCW for any activity, service, or program other than the project identified in the Agreement without prior approval by UWCW. Partner agrees to discuss with UWCW any major changes in its operations that affect how dollars are spent or that result in a shift in program direction, levels of service or client groups served by the project. Failure to comply with this provision is a material breach of the Agreement.

Partner may not assign the rights and responsibilities for contract performance and payment to another organization without prior written approval from UWCW.

REPORTING REQUIREMENTS

Partner agrees to provide financial and service information to UWCW. Such information includes, but is not limited to, the following:

Progress Reports

For the duration of the grant, Partner is required to report to UWCW its actual year-to-date progress of the funded project, including actual budget expenditures. Partner shall provide reports on the schedule agreed upon with UWCW Grant Liaison:

- **End of service report:** due within 30 days after service completion to UWCW Grant Liaison.
- UWCW agrees to work with Partner to define specific reporting structure and format, based on available information from the HMIS database.
- The UWCW Grant Liaison may require further clarification and/or revisions to the end of service report after they have been reviewed. Partner agrees to provide the requested clarification and/or revisions within 10 business days of the request for clarification and/or revisions by the UWCW Grant Liaison.
- The UWCW Grant Liaison may ask for additional “check-in” reports or periodic status reports at any time during the funded time period, and will communicate individually with the funded Partner regarding due dates of any requested additional information. Partner agrees to provide any additional requested reports by the due date set by UWCW.
- The Executive Director of the funded Partner will receive an email notification from UWCW reminding Partner of the due date of the end of service report. Partner agrees to communicate directly with its own project personnel about reporting due dates and to ensure on-time submission. **Failure to submit reports in a timely manner will be considered in future funding opportunities by UWCW.**

Story Collection

- Partner agrees to collect participant stories as agreed upon with UWCW.
- UWCW shall provide to Partner an online participant story submission template which will include guidelines for story submissions.

REPORTING EXTENSIONS

If Partner expects that it will fail to meet a reporting deadline, Partner may request an extension. The request must be in writing and submitted to the UWCW Grant Liaison at least 5 days in advance of the deadline. Any such extension request must state the reason for the request and the requested length of time for the extension. The decision to grant the extension will be solely within the discretion of the UWCW Grant Liaison.

GENERAL TERMS AND CONDITIONS

DEFERMENT OF PAYMENT, SUSPENSION & DEFUNDING

UWCW reserves the right to defer payments of funding, to suspend payment or to defund a Partner upon evidence that Partner is not in conformity with policies of UWCW or is in non-compliance with any provision of this Agreement. "Defunding" is defined as the process of bringing the balance of a project's funding to \$0.

1. Deferment of Payment

The UWCW Grant Liaison may recommend deferment of payment when:

- 1.1. Partner fails to submit required documents when due as specified herein.
- 1.2. Partner submits documents specified herein that are incomplete.
- 1.3. Partner fails to respond to any requests for information or data by UWCW.
- 1.4. Partner is in non-compliance with UWCW policies or its obligations under the Agreement.

2. Suspension and Defunding

The UWCW Grant Liaison may recommend, and UWCW may approve, suspension or defunding of a project, as follows:

- 2.1. When there appears to be a need for immediate corrective action, the UWCW Grant Liaison may recommend that payment be immediately suspended pending review by the UWCW Impact Committee (a sub-committee of the UWCW Board of Directors).
- 2.2. Minutes of the review of a recommendation to suspend or defund must show a 60% vote for defunding and a complete record of the rationale of the UWCW Impact Committee.
- 2.3. The decision to suspend or defund must be stated in writing to the Executive Director of Partner.
- 2.4. The UWCW Grant Liaison will provide Partner specific guidelines and timelines for improvements, if any, and a plan for future review to decide whether suspension or defunding should continue as planned.
- 2.5. The decision of the UWCW Impact Committee to suspend or recommend defunding will be reported to the UWCW Board of Directors.
- 2.6. The UWCW Impact Committee has the option of recommending immediate defunding of a project in the case of fiscal mismanagement.

2.7. Suspension Criteria

Partner acknowledges that UWCW may properly suspend its funding as follows:

- 2.7.1. Upon presentation of information regarding Partner's alleged fiscal mismanagement or major unanticipated service delivery issues.
- 2.7.2. Partner's non-compliance with UWCW policies or Partner's obligations under the Agreement.

2.8. Defunding Criteria

Partner acknowledges that UWCW may properly defund it, if any of the following are satisfied:

- 2.8.1. UWCW has identified significant deficiencies in design of project and/or planning that are not corrected within 20 days of written notification.
- 2.8.2. UWCW has identified serious management concerns that impact the project's performance, such as continual turnover, lack of funding or serious financial difficulties that are not corrected within 20 day of written notification.
- 2.8.3. UWCW provides written warning about concerns of fiscal mismanagement or misappropriation of funds, which are not addressed within 20 days of notification.
- 2.8.4. Repeated and continued non-compliance with UWCW policies or Partner's obligations under the Agreement.
- 2.8.5. Lack of effort in addressing problems of non-compliance or mismanagement identified in the past.

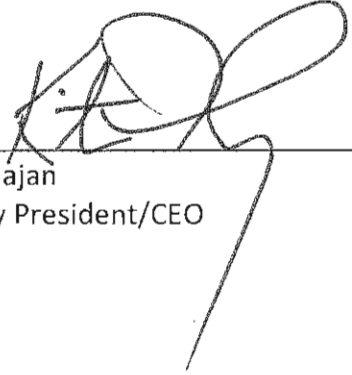
3. Defunding Appeals

- 3.1. Defunding appeals must be submitted in writing to UWCW within ten (10) business days of the date postmarked on the letter informing the Executive Director of the decision by UWCW to defund the project.
 - 3.2. UWCW will make a final decision within 30 days upon receipt of the appeal or at the earliest regularly scheduled meeting after receipt of the appeal.
- The Agreement may be cancelled by either party upon written notice giving no less than 30 days prior to the effective date of termination.

SIGNATURES

Partner Executive Director

Date

A handwritten signature in black ink, appearing to be 'K. Thomajan', written over a horizontal line. The signature is stylized with a large loop and a long tail that extends downwards.

Keith Thomajan
United Way President/CEO

11/15/2013
Date

Scope of Work:

- Partner will manage UWCW funds to provide short term rent assistance and other necessary supports to ensure housing stability for clients.
- Participant eligibility will be aligned with existing Community Action Affordable Housing resources. There will not be an explicit income eligibility requirement, although the focus should be in supporting low income families. This will provide maximum flexibility for providers to meet critical needs of participants.
- Partner will provide reports using HMIS data and current formats developed for reporting information.

December 5, 2013

Board of County Commissioner
Clackamas County
Members of the Board:

Approval of Amendment # 1 to a Residential Treatment Services Agreement with
Youth Villages, Inc.

Purpose/Outcomes	This agency provides residential treatment services to five youth (through 25 years of age) with mental/behavioral/emotional disorders.
Dollar Amount and Fiscal Impact	The maximum value of the agreement is \$503,018.
Funding Source	Oregon Health Authority, 2013-2015 Community Mental Health Program agreement - no County General Funds are involved.
Safety Impact	None
Duration	Effective January 1, 2014 and terminates on June 30, 2014
Previous Board Action	A previous agreement was approved by the Board of County Commissioners on June 28, 2012 - agenda item 062812-A
Contact Person	Jill Archer, Director – Behavioral Health Division - 742-5336
Contract No.	6245

BACKGROUND:

This agency provides 24-hour residential services to youth under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or in the Youth and Young Adults in Transition program who need services to avoid hospitalization or are a hazard to themselves or others. Services include treatment, supervision (including medication supervision), crisis stabilization, and skills training.

Amendment # 1 continues the agreement for six months and adds \$373,018 for a new contract value of \$503,018. The amendment is effective January 1, 2014 and terminates June 30, 2014.

RECOMMENDATION:

Staff recommends the Board approve this amendment and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 6245 Board Agenda Number N/A (Under \$150,000)
and Date _____
Division Behavioral Health Amendment No. 1
Contractor Youth Villages, Inc.
Amendment Requested By Jill Archer, Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This contract provides residential treatment services.
The amendment extends the contract for six months and updates the Attachment 1 "Rate Chart Consolidate by Provider".
This contract maximum is increased by \$373,018 to encompass the additional six months of services added to the agreement. The new contract value is \$503,018. This amendment is effective **January 1, 2014** and continues through **June 30, 2014**.
Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

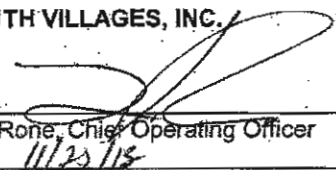
AMEND: Paragraph 2.0 Term

Services provided under the terms of this contract shall commence on **July 1, 2013** and shall terminate **December 31, 2013** unless terminated by one or both parties as provided below.

TO READ:

Services provided under the terms of this contract shall commence on **July 1, 2013** and shall terminate **June 30, 2014** unless terminated by one or both parties as provided for in paragraph 6.0 below.

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

YOUTH VILLAGES, INC.


Lee Rone, Chief Operating Officer
11/25/13

Date
PO Box 368

Street Address
Maryhurst, Oregon 97036

City/State/Zip
(503) 635-3416 / (503) 697-6932

Phone /Fax

CLACKAMAS COUNTY
Commissioner: John Ludlow, Chair
Commissioner: Jim Bernard
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Tootie Smith

Signing on Behalf of the Board:

Cindy Becker, Director

Date

**RESIDENTIAL TREATMENT SERVICES AGREEMENT
ATTACHMENT 1
Clackamas County Behavioral Health Division
Rate Chart Consolidated by Provider Report
For Youth Villages, Inc. – Amendment # 1**

MHS 26 Non-Residential Mental Health Services for Youth and Young Adults in Transition (Designated)

Mosaic – Rent Subsidy – Part A funds – (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	2014 -Jan-	2014 -Feb-	2014 -Mar-	2014 -Apr-	2014 -May-	2014 -Jun-	Total
Slots					5	5	5	5	5	5	5	5	40
Rate:					168.30	168.30	168.30	168.30	168.30	168.30	168.30	168.30	168.30
Monthly:					841.50	841.50	841.50	841.50	841.50	841.50	841.50	841.50	6,732.00

Mosaic – Treatment Services – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	2014 -Jan-	2014 -Feb-	2014 -Mar-	2014 -Apr-	2014 -May-	2014 -Jun-	Total
Slots					5	5	5	5	5	5	5	5	40
Rate:					6,101.00	6,101.00	6,101.00	6,101.00	6,101.00	6,101.00	6,101.00	6,101.00	6,101.00
Monthly:					30,505.00	30,505.00	30,505.00	30,505.00	30,505.00	30,505.00	30,505.00	30,505.00	244,040.00
SE 26 Total													250,772.00

MHS 27 Residential Mental Health Services for Youth and Young Adults in Transition

Mosaic – Treatment Services – Part A (County paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	2014 -Jan-	2014 -Feb-	2014 -Mar-	2014 -Apr-	2014 -May-	2014 -Jun-	Total
Slots					5	5	5	5	5	5	5	5	40
Rate:					510.38	510.38	510.38	510.38	510.38	510.38	510.38	510.38	510.38
Monthly:					2,551.90	2,551.90	2,551.90	2,551.90	2,551.90	2,551.90	2,551.90	2,551.90	20,451.20

Mosaic – Service Payment – Part B funds – MMIS (State paid)

	2013 -Jul-	2013 -Aug-	2013 -Sep-	2013 -Oct-	2013 -Nov-	2013 -Dec-	2014 -Jan-	2014 -Feb-	2014 -Mar-	2014 -Apr-	2014 -May-	2014 -Jun-	Total
Slots:					5	5	5	5	5	5	5	5	40
Rate:					5,794.87	5,794.87	5,794.87	5,794.87	5,794.87	5,794.87	5,794.87	5,794.87	5,794.87
Monthly:					28,974.35	28,974.35	28,974.35	28,974.35	28,974.35	28,974.35	28,974.35	28,974.35	231,794.80
SE 27 Total													252,246.00
Grand Total													503,018.00

December 5, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment to the Revenue Intergovernmental Agreement with
Clackamas County Community Corrections, to provide
Behavioral Health Services to Community Corrections' Consumers

Purpose/Outcomes	Provide mental health and substance abuse consultation and treatment services to targeted consumers serviced by Community Corrections' Residential Services.
Dollar Amount and Fiscal Impact	Contract maximum value is \$291,598.33
Funding Source	253.3610.08631.341880 – Addiction Services to Corrections
Safety Impact	None
Duration	Effective December 01, 2013 and terminates on June 30, 2014
Previous Board Action	September 26, 2013 – agenda item 092613-A7
Contact Person	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
Contract No.	6258

BACKGROUND:

This agreement allows CCHC's Behavioral Health Clinics to provide co-occurring mental health and substance abuse consultation and treatment services to targeted consumers served by Community Corrections' Residential Services.

This amendment increases the contract value by \$34,220.08 bringing the revenue contract maximum to \$291,598.33. It is effective December 1, 2013 and expires June 30, 2014. The Amendment is being processed retro-actively due to additional time needed for the negotiation of the final terms.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

**Contract Amendment
Department of Human Services**

H3S Contract Number 6258 Board Agenda Number _____

Date _____

Division Health Centers Amendment No. 1

Contractor Clackamas County Community Corrections

Amendment Requested By Richard Swift, Interim Director

Changes: Scope of Services Contract Budget
 Contract Time Other Compensation Language

Justification for Amendment:

This amendment reflects a change in the value and updates the compensation language.

Maximum compensation authorized in Section III of the contract is increased by **\$34,220.08** to a new total of **\$291,598.33**.

This amendment is effective **December 1, 2013** and continues through **June 30, 2014**.

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

AMEND: Paragraph III. Compensation

- A. CCCC agrees to pay CCHCD an amount not to exceed **\$257,378.25** for the services described in Section II.B. above except for the services described in Sections II.B.6.d. and e. The services described in Section II.B.6.d. shall be billed by CCHCD to CCCC on a fee for service basis outside of and in addition to the **\$257,378.25** contract base. CCCC will pay CCHCD at rates specified in III.B.2. below for all services described in Section II.B.d. not to exceed **\$6,000**. The training described in Section II.B.6.e. is provided at no cost to CCCC.
 - B. Periodic payments from CCCC will be made to CCHCD on the basis of requests for payment submitted as follows:
 - 1. Bill Residential Services equal monthly payments of \$28,597.58 for each month in which services are provided.
 - 2. Bill Residential Services and Field Services **\$140.94 per hour** for psychiatrist time or nurse practitioner time **\$104.70 per hour** for Mental Health Specialists (Individual Therapy), and **\$47.73 per hour** for Group Therapy not to exceed **\$6,000** as utilized under Section II.B.6.d. above.
 - 3. Revenue received through June 30, 2014 from recovered insurance billings will be reimbursed to CCCC.
- CCHCD will submit a payment request by the 25th of the month following service. CCHCD line items have been established in the CCCC budget for this purpose.

TO READ:

III. COMPENSATION

- A. CCCC agrees to pay CCHCD an amount not to exceed **\$291,598.33** for the services described in Section II.B. above except for the services described in Sections II.B.6.d. and e. The services described in Section II.B.6.d. shall be billed by CCHCD to CCCC on a fee for service basis outside of and in addition to

the **\$291,598.33** contract base. CCCC will pay CCHCD at rates specified in III.B.2. below for all services described in Section II.B.d. not to exceed **\$6,000**. The training described in Section II.B.6.e. is provided at no cost to CCCC.


- B. Periodic payments from CCCC will be made to CCHCD on the basis of requests for payment submitted as follows:
1. CCHCD will bill Residential Services for true and verifiable expenses for hours worked to perform the work and services outlined in this contract. Monthly payments should not exceed **\$33,486.17**.
 2. Bill Residential Services and Field Services **\$140.94 per hour** for psychiatrist time or nurse practitioner time **\$104.70 per hour** for Mental Health Specialists (Individual Therapy), and **\$47.73 per hour** for Group Therapy not to exceed **\$6,000** as utilized under Section II.B.6.d. above.
 3. Revenue received through June 30, 2014 *from recovered IDP* insurance billings will be reimbursed to CCCC.

CCHCD will submit a payment request by the 25th of the month following service. CCHCD line items have been established in the CCCC budget for this purpose.

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

COMMUNITY CORRECTIONS DEPARTMENT


Chris Hoy, Director


Date

HEALTH CENTERS DIVISION

Richard Swift, Interim Director

Date

HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT

Cindy Becker, Director

Date

7

Previous Business Meeting Minutes:

October 24, 2013

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, October 24, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith**

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

We are removing consent item B.1 regarding the Urban Growth Management Agreement with Happy Valley for further review and clarification – this item will come back in a couple of weeks for Board action. If you are here to comment on this item you may do so during Citizen Communication.

Special Presentation:

Rick Gruen, County Parks and Sgt. Steve Thoroughman and Lt. Jeff Davis from the Sheriff's office gave a quick update on the outcomes of the alcohol inspections in County parks this past summer.

~Board Discussion~

II. PRESENTATION

1. Presentation from the County Assessor Regarding the 2013 Property Tax Statements
Bob Vroman, County Assessor presented the staff report.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Jason Tuck, Happy Valley City Manager – spoke in support of the Urban Growth Management Agreement between the City and Clackamas County
2. Cyndi Lewis Wolfrum, Milwaukie – state the Clackamas CPO did not have the opportunity to discuss this issue – appreciates the Board removing this item for a later time.
3. Faith Leith, Oregon City – spoke regarding the role of government.
4. Les Poole, Gladstone – spoke about the Assessor's web page; Damascus; Bernard property and light rail in Milwaukie.

IV. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

V. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Smith: Second.

Clerk to call the poll:

Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Commissioner Smith: Aye.
Commissioner Bernard: Aye.
Chair Ludlow: Aye.
The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval to Apply for the State of Oregon, Oregon Health Authority 2013-2015 Behavioral Health Investments Requests for Proposal – *Behavioral Health*
2. Approval of an Intergovernmental Agreement with Community Development Division and the City of Sandy for Curbs and Sidewalks Improvements – *Community Development*
3. Approval of a Renewal Grant Agreement from the US Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the Purpose of Providing Permanent Housing – *Social Services*

B. Department of Transportation & Development

1. Approval of an Urban Growth Management Agreement (UGMA) between Clackamas County and the City of Happy Valley

C. Elected Officials

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

D. County Counsel

1. Board Order No. **2013-83** Authorizing Purchase for Certain Real Property Located at 1102 and 1104 Main Street, Oregon City

E. Department of Employee Services

1. Approval of the Employer Group Contracts from the Providence Health Plan for the Period of January 1, 2013 to December 31, 2013

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:15 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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

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



8

OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Stephen L. Madkour
County Counsel

David W. Anderson
Kimberley Ybarra
Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Assistants

December 5, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization to settle Miller v Clackamas County

Purpose/Outcomes	Agreement to settle personal injury lawsuit
Dollar Amount and Fiscal Impact	\$123,000
Funding Source	Risk Fund
Safety Impact	N/A
Duration	Effective immediately
Previous Board Action	The board met and was briefed on this case in an executive session on November 26, 2013
Contact Person	Stephen L. Madkour, County Counsel - 503/655-8362
Contract No.	

BACKGROUND:

Pursuant to section 4.10 of the County's Risk Management Policy, formal approval by the Board of County Commissioners is required in settlements of \$100,000 or more.

RECOMMENDATION:

County Counsel respectfully requests Board authorization to settle the case of *Miller v. Clackamas County* for the amount of \$123,000.

Respectfully submitted,

Stephen L. Madkour
County Counsel



9
NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

December 5, 2013

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY11 Urban Area Security Initiative (UASI)
Local Grant Agreement (LGA) with the City of Lake Oswego

Purpose/Outcomes	Approving the FY11 LGA between Clackamas County and the City of Lake Oswego allows the City of Lake Oswego to receive and/or benefit from UASI grant funds that pass through Clackamas County.
Dollar Amount and Fiscal Impact	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the LGA, the City of Lake Oswego will be eligible to receive a \$90,000 generator for use in public works and emergency/disaster operations and \$72,668 toward a Computer Aided Dispatch (CAD) project for Lake Oswego Police Department.
Funding Source	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
Safety Impact	The City of Lake Oswego will be able to enhance their emergency/disaster response equipment capability with funds from this grant.
Duration	The FY11 UASI grant award period is from March 1, 2012 through May 31, 2014.
Previous Board Action	The FY11 UASI LGA was reviewed by the Board of County Commissioners in a study session on January 29, 2013. Formal approval of the document was made during the February 7, 2013 business meeting – agenda item 020713-C1.
Contact Person	Sarah Stegmuller Eckman, Administrative Services Manager, 503-650-3381
Contract No.	N/A

BACKGROUND:

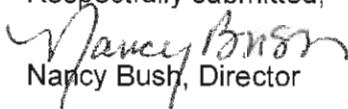
Clackamas County is a signatory to an Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY11 UASI LGA with the City of Lake Oswego will allow the City to receive a \$90,000 generator and provide \$72,668 toward a Computer Aided Dispatch project. Additionally, the City will be eligible to benefit from any future FY11 UASI funding opportunities.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this agreement and authorizes Nancy Bush, the Emergency Management Director, to sign on behalf of Clackamas County.

Respectfully submitted,


Nancy Bush, Director

**URBAN AREA SECURITY INITIATIVE (UASI)
LOCAL GRANT AGREEMENT**

THIS IS an intergovernmental agreement (Agreement) between Clackamas County, Oregon ("County") and the City of Barlow, the City of Canby, the City of Damascus, the City of Estacada, the City of Gladstone, the City of Happy Valley, the City of Johnson City, the City of Lake Oswego, the City of Milwaukie, the City of Molalla, the City of Oregon City, the City of Rivergrove, the City of Sandy, the City of West Linn, the City of Wilsonville, Boring Fire District, Canby Fire District #62, Clackamas Fire District #1, Colton Fire District #70, Estacada Rural Fire District #69, Hoodland Fire District #74, Molalla Rural Fire Protection District #73, Sandy Fire District #72, Boring Water District, Clackamas River Water and Sunrise Water District ("Sub-recipient") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

SECTION I. RECITALS

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Sub-recipient (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$4,925,160, in Fiscal Year 2011 to the state of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #11-170 (CFDA #97.008) to the City of Portland, Bureau of Emergency Management (PBEM) (referred to as Portland Office of Emergency Management (POEM) in all other referenced documents, currently named PBEM), as sub grantee, for Fiscal Year 2011 in the amount of \$4,668,953, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #11-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Clackamas counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 11-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City of Portland has entered into an agreement with Clackamas County to secure the County's commitment to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

WHEREAS, upon acceptance and signature of this Local Government Agreement, the sub-recipient becomes eligible to receive UASI FY2011 funding.

NOW, THEREFORE, the parties agree as follows:

1. **The County agrees:**

To coordinate grant-related procurement, reimbursement, and reporting activities with directly benefiting jurisdictions, agencies, and organizations in the County consistent with the processes developed by the City of Portland to manage those activities.

2. **The Sub-recipient agrees:**

- a) That it has read the award conditions and certifications for UASI Grant #11-170, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the City of Portland, as grantee, under those grant documents.
- b) To comply with all City of Portland and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

- i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - iii. Audit Requirements: OMB Circular A-133.
- c) That all equipment, supplies, and services provided by the City of Portland are as described in the approved grant budget documents, which the Sub-recipient has seen.
 - d) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the City of Portland.
 - e) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.
 - f) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.
 - g) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - h) That regardless of how it is procured, all equipment and supplies purchased shall be owned by the Sub-recipient until proper disposition takes place. The Sub-recipient shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - i) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
 - j) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the City of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.

- k) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- l) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.
- m) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- n) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- o) To list the City of Portland as a party to be held harmless and, subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, indemnified by the City and any contractor or subcontractor thereof, for any injury to person or property arising out of the equipment, supplies, or services provided under this Agreement, and as a party to whom a listed duty is due.
- p) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- q) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- r) To provide timely compliance with all reporting obligations required by the grant's terms and the City of Portland.
- s) To provide the City of Portland with Performance Reports, Financial Reimbursement Reports, and Audit Reports when required by the City of Portland and in the form required by the City of Portland.
 - i. Performance Reports are due to PBEM biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.

- ii. Financial Reimbursement Reports are due no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
- iii. Per UASI Grant #11-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
- t) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City of Portland and State. Per UASI Grant #11-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:

<http://www.gsa.gov/portal/category/21287>.

The City of Portland's guidelines can be found on the Office of the City Auditor's website:

BCP-FIN-6.13 Travel:

<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:

<http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- u) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents.
3. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on March 31, 2014, unless otherwise extended by the parties in writing or terminated due to failure of one of the Parties to perform.
 4. **Amendment.** This Agreement may be modified or amended only by the written agreement of both parties but must remain consistent with the requirements of the UASI program grant, the agreement between the State and the City of Portland, and the City of Portland's UASI grant agreement with the County.
 5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Sub-recipient's failure or inability to comply with the

provisions of the grant or the Agreement, the Sub-recipient will be liable to the City of Portland for the full cost of any equipment, materials, or services provided by the City of Portland to the Sub-recipient, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to principles of conflicts of law. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Washington County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.
7. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
8. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
9. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
10. **Indemnification.**
 - a) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City shall indemnify, defend and hold harmless the County, its commissioners, employees and agents from and against any and all liability, claims, damages, losses, and expenses, including but not limited to reasonable attorneys fees arising out of or resulting from the acts of the Sub-recipient, its officers, employees, and agents in the performance of this Agreement.
 - b) Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the County shall indemnify, defend and hold harmless the Sub-recipient from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees, and agents in the performance of this Agreement.

11. **Third Party Beneficiaries.** The County and the Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or 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 persons are individually identified by name herein.
12. **Successors in Interest.** The terms of this Agreement shall be binding upon the successors and assigns of each party hereto.
13. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY-11 UASI program grant and that it is the entire agreement between them relative to that grant.
14. **Worker's Compensation.** Each party shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027). Neither party shall be required to provide or show proof of any other insurance coverage.
15. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
16. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
17. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-recipient shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Sub-recipient hereunder.

County program liaison for this Agreement is:

Nancy Bush, Director
Clackamas County Department of Emergency Management
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8665

Sub-recipient liaison for this Agreement is:

Name: _____
Jurisdiction/District: _____
Address: _____
Phone: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

CLACKAMAS COUNTY, a political
subdivision of the State of Oregon

By: _____

Date: _____, 2012

Approved as to form

By: _____
County Counsel

Date: _____, 2012

SUB-RECIPIENT

By: Scott Lazenby
Scott Lazenby, City Manager
Authorized Signature -

For: City of Lake Oswego
Sub-recipient

Date: _____, 2013

Approved as to form

By: [Signature]
Deputy City Attorney

Date: November 20, 2013



10
NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

December 5, 2013

COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2012 Emergency Management Performance Grant Amendment #1
between Clackamas County and the State of Oregon

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #12-504 was executed in February 2013. It reimburses Clackamas County Emergency Management (CCEM) for up to 50% of pre-identified program costs. Amendment #1 to EMPG agreement #12-504 increases the existing federal award from \$404,013 to \$481,768. The amendment also increases the local match requirement from \$404,013 to \$481,768 and extends the original award period through 9/30/13. The extended performance period allows for more program expenditures to be reimbursed. CCEM can meet the new required match within the current budget.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$963,536. The grant is a 50% federal share grant that will reimburse CCEM for up to fifty percent of salaries of six employees, departmental telephone costs and some allocated costs.
Funding Source	FY 2012 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	The grant dollars assist the program with funding to sustain day-to-day costs and resources that are necessary for declared disasters and emergency events.
Duration	Effective July 1, 2012 and terminates on September 30, 2013.
Previous Board Action	The Board approved the FY2012 EMPG Grant in study session on April 24, 2012.
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant number 12-504

BACKGROUND:

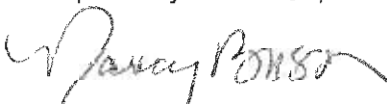
County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

County Counsel has approved the amendment as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the EMPG #12-504 Amendment #1.

Respectfully submitted,


Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT - CFDA # 97.042**

AMENDMENT #1

This is Amendment #1 to Grant Agreement #12-504 effective February 12, 2013, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.

THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):

PAGE 1 of the Agreement: The Federal Award is hereby amended as follows:
FEDERAL AWARD: [~~\$404,013~~] **\$481,768**

The Match is hereby amended as follows:
MATCH: : [~~\$404,013~~] **\$481,768**

The Award period is hereby amended as follows:
AWARD PERIOD: 7/1/12 thru [~~7/31/13~~] **9/30/13**

The Budget and Total are hereby amended as follows:
BUDGET
County Cost Allocations: [~~\$60,741~~] **\$118,559**
Personal Services: [~~\$718,385~~] **\$813,696**
Telephone/Communications: [~~\$28,900~~] **\$31,281**
Total Budget (Grant and Match): [~~\$808,026~~] **\$963,536**

SECTION II.H.2.d: Section II.H.2.d is hereby amended as follows:

Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that **no grant funds may be used for expenses incurred before July 1, 2012 or after July 31, 2013 September 30, 2013.**

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

SIGNATURE PAGE TO FOLLOW

Approved by:

Sean McCormick, Mitigation and Recovery Services Section Director, OEM

Date

Signature of Authorized Subgrantee Official

Date
