

# AGENDA

**Thursday October 6, 2016 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-98

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

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

1. Presentation on Riverhealth Stewardship Grant Program (Greg Geist, Ron Wierenga, Water Environment Services)

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

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

1. Board Order No. \_\_\_\_\_ Approving Boundary Change Proposal No. CL 16-008 for Annexation to Clackamas County Service District No. 1 (Chris Storey, County Counsel, Ken Martin, Boundary Change Consultant)

**IV. PUBLIC DISCUSSION ITEM** *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

**County Administration**

1. Resolution No. \_\_\_\_\_ Enacting a Property Tax Exemption for Surviving Spouses of Public Safety Officers Killed in the Line of Duty (Dan Chandler, County Administration)

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

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

1. Approval of Amendment No. 8 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*
2. Approval of Amendment No. 9 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

**B. Department of Transportation & Development**

1. Board Order No. \_\_\_\_\_ Establishing a Restriction on Thru Truck Traffic on Salmonberry Drive
2. Approval of a Materials Management Grant Contract with the Oregon Department of Environmental Quality for Improved Food Donation Capacity at the Clackamas Service Center

**C. Finance Department**

1. Approval of Amendment No. 4 of Contract Documents for Janitorial Services for Clackamas County Facilities with TVW, Inc., dba Tualatin Valley Workshop, Inc

**D. Elected Officials**

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

**E. County Counsel**

1. Approval of Ground Lease with Clackamas County Vector Control District

**F. Business & Community Services**

1. Approval of Amendment No. 2 to the Contract with Summit Strategies Government Affairs, LLC. for Federal Representation Services Relating to the Willamette Falls Legacy Project - *Procurement*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. COMMISSIONERS COMMUNICATION**

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



Gregory L. Geist  
Director

October 6, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Presentation  
On Riverhealth Stewardship Grant Program

<b>Purpose/Outcomes</b>	Informational Item for the Commissioners on the Program
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	Clackamas County Service District No. 1 Operating Budget
<b>Duration</b>	N/A
<b>Previous Board Action/Review</b>	Grant program approved: Board Order 2013-92
<b>Strategic Plan Alignment</b>	<p>This program supports the WES Strategic Plan objective that customers will continue to benefit from a well-managed utility and properly functioning infrastructure that supports healthy streams and reduces flooding, and that 50% of District streams are healthy.</p> <p>This program supports the County's Strategic Plan objective of building a strong infrastructure that delivers services to customers.</p>
<b>Contact Person</b>	Ron Wierenga (503) 742-4581

**BACKGROUND:**

The Riverhealth Stewardship Program is a grant program administrated by Water Environment Services (WES) on behalf of Clackamas County Service District No. 1 (CCSD1) that awards funds to organizations that support watershed restoration, education, and stewardship activities throughout CCSD1. The grants support a variety of activities that enhance water quality, restore habitat, manage invasive species, organize volunteer events, provide watershed science education, and remove trash from waterways. The grants also support the continued stewardship of previously restored project sites, protecting District investments made in recent years. Benefiting watersheds include Rock Creek, Kellogg Creek, Mt Scott Creek, Phillips Creek, Rose Creek, Johnson Creek, and the Clackamas River. In the 2016-17 budget, WES awarded \$240,000 in grants.

**RECOMMENDATION:**

None. This is an informational item.

Respectfully submitted,

Greg Geist  
WES Director



# Status Report to the Clackamas County Board of County Commissioners: RiverHealth Stewardship Program Grants



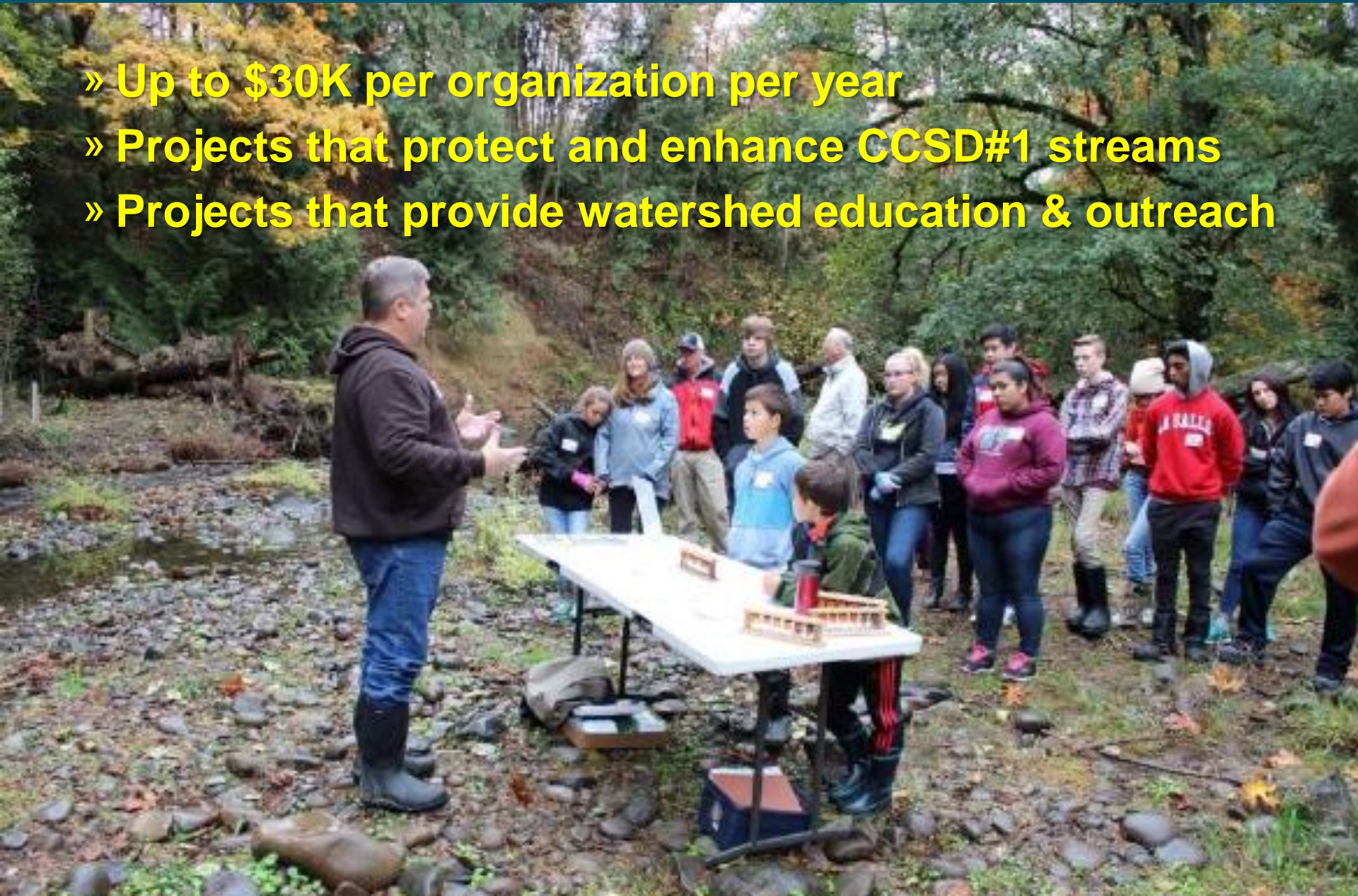
Watershed Protection Program  
October 6, 2016





# What: RiverHealth Stewardship Program Grants

- » Up to \$30K per organization per year
- » Projects that protect and enhance CCSD#1 streams
- » Projects that provide watershed education & outreach





# How it started:

» Established  
November 2013  
by Board  
Resolution No.  
2013-92

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

In the Matter of the Clackamas  
County Service District No. 1  
Request for Authority to  
Administer a Watershed Health  
Grant Program

Resolution No.: 2013-92

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board"), acting as the governing body of Clackamas County Service District No. 1 (the "District"), at its regularly scheduled meeting on November 14, 2013.

WHEREAS, each year the District engages with community groups to perform restoration projects that protect and enhance the health of the watersheds within District boundaries; and

WHEREAS, the District historically used contracts with varying multi-year term lengths to administer these projects, but encountered issues related to contract management and accountability of vendors; and

WHEREAS, the District desires a more efficient and competitive administration system that ensures accountability; and

WHEREAS, the District determined that the most effective mechanism for ensuring an efficient, competitive and accountable administration system is to provide funds through an annual grant program; and

WHEREAS, the Board has an interest in understanding where grant funds are being invested in the community and the outcome of those grant projects; and

WHEREAS, the Board desires to (i) provide the District with the authority to develop such a grant program and (ii) receive a report regarding the same;

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Board of County Commissioners on behalf of Clackamas County Service District No. 1 authorizes the District Director, or his designee, to develop, administer and expend funds for an annual watershed health grant program, and directs that a report regarding the same be delivered to the Board annually.

Dated this 14<sup>th</sup> day of November, 2013.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS  
ACTING AS THE GOVERNING BODY OF  
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1**



# Why:

- » Help meet state & federal requirements
- » Maximize resources, staff time and expertise
- » Get community involved to encourage long term stewardship, including property owners
- » Capitalize on strong community connections and reputations of grantee organizations
- » Expand what we can accomplish on our own
- » Streams need our help



# Who is eligible?

- » Citizen groups
- » Businesses
- » Schools
- » Non-profits
- » Faith organizations
- » Neighborhood associations





# By the numbers: grants

FY2013-2017

- » 60 grants awarded
- » 18 organizations received grants
- » \$800,000 granted





# By the numbers: restoration projects

FY2013-2016

- » **102 riparian restoration sites**
- » **75 acres planted/6.5 miles of streamside enhanced**
- » **48 acres invasive plants controlled**
- » **6,400 trees and 21,000 shrubs planted**
- » **3 watershed plans/studies supported**





# By the numbers: education and outreach projects



- » 21 education and outreach projects
- » Over 13,000 students and volunteers educated in watershed health and/or engaged in projects

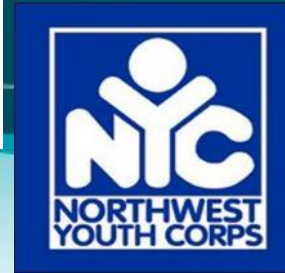


# RiverHealth grant recipients—past and present



North Clackamas Schools  
*engaged · inspired · ready*

North Clackamas Urban  
Watersheds Council



CLACKAMAS COUNTY SOIL AND WATER  
CONSERVATION DISTRICT  
[www.conservatordistrict.org](http://www.conservatordistrict.org)

Good dirt. Clean water.

Backyard Habitat  
Certification  
Program



Clackamas River  
Basin Council



ECOLOGY IN  
CLASSROOMS  
& OUTDOORS



Portland  
State  
UNIVERSITY



Pendarvis farm

Cascade Pacific  
Resource Conservation + Development



Columbia Land Trust

Dig In Community





# Questions?



2015 Rock Creek Watershed-Wide Event





**OFFICE OF COUNTY COUNSEL**

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

**Stephen L. Madkour**  
 County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
 Assistants

October 6, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

Board Order for Boundary Change Proposal No. CL 16-008 for  
Annexation to Clackamas County Service District No. 1

<b>Purpose/Outcomes</b>	Conduct public hearing/approve order
<b>Dollar Amount and Fiscal Impact</b>	None
<b>Funding Source</b>	Not applicable
<b>Duration</b>	Permanent
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government: Hold transparent and clear public processes regarding jurisdictional boundaries
<b>Contact Person</b>	Ken Martin, Boundary Change Consultant – 503-222-0955 Chris Storey, Assistant County Counsel
<b>Contract No.</b>	Not applicable

**BACKGROUND:**

The County Board is charged with making boundary change decisions (annexations, withdrawals, etc.) for many types of special districts (water, sanitary sewer, rural fire protection, etc.) within the County. One type of special district over which the Board has jurisdiction is a county service district and Clackamas County Service District No. 1 is such a district.

Proposal No. CL 16-008 is a proposed annexation to Clackamas County Service District No.1.

State statute and the Metro Code require the Board to hold a public hearing on the proposed annexation. Notice of this hearing invited testimony from any interested party. Notice consisted of: 1) Posting three notices near the territory and one notice near the County hearing room 20 days prior to the hearing; 2) Published notice twice in the Clackamas County Review; 3) Mailed notice sent to affected local governments and all property owners within 100 feet of the area to be annexed.

As required by statute the Board of the District has endorsed the proposed annexation, via delegation to CCSD#1 staff. Also as required by statute (ORS 198.720(1)), the City of Happy Valley has approved this petition.

This proposal was initiated by a consent petition of property owners and registered voters. The petition meets the requirement for initiation set forth in ORS 198.855(3) (double majority annexation law), ORS 198.750 (section of statute which specifies contents of petition) and Metro Code 3.09.040(a) (lists Metro's minimum requirements for petition). If the Board approves the proposal the boundary change will become effective immediately.

The territory to be annexed is located generally in the eastern part of the District within the City of Happy Valley. The territory contains 4.08 acres, one vacant single family dwelling and is valued at \$466,441.

### **REASON FOR ANNEXATION**

The property owners desire annexation to provide sewer service for development of 12 lots of a larger 24 lot subdivision.

### **CRITERIA**

Oregon Revised Statute 198 directs the Board to "consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district."

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extensions of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the section below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date (immediately upon adoption) was noted above.

To approve a boundary change, the reviewing entity (the County Board) must apply the following criteria:

To approve a boundary change, the County must:

1. Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;

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<sup>1</sup> A "necessary party" is another governmental entity which includes the same area or provides an urban service to the area.

- (B) Any applicable annexation plan adopted pursuant to ORS 195.205;
- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party;
- (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
- (E) Any applicable comprehensive plan;
- (F) Any applicable concept plan; and

2. Consider whether the boundary change would:

- (A) Promote the timely, orderly and economic provision of public facilities and services;
- (B) Affect the quality and quantity of urban services; and
- (C) Eliminate or avoid unnecessary duplication of facilities and services.

Attached is a proposed Board Order applying the above criteria to this particular annexation, including proposed findings as an exhibit thereto.

**RECOMMENDATION**

Based on the attached Order and Findings, Staff recommends approval of Proposal No. CL-16-008, annexation to Clackamas County Service District No. 1.

Respectfully submitted,

Chris Storey  
Assistant County Counsel



In the Matter of Approving  
Boundary Change Proposal  
No. CL-16-008

Order No.

This matter coming before the Board at this time, and it appearing that more than half the electors and owners of more than half the land in the territory to be annexed have petitioned to annex the territory to Clackamas County Service District No. 1;

**WHEREAS**, it further appearing that this Board is charged with deciding this proposal for a boundary change pursuant to ORS Chapter 198 and Metro Code 3.09; and

**WHEREAS**, it further appearing that staff retained by the County have reviewed the proposed boundary change and issued a report which complies with the requirements of Metro Code 3.09.050(b); and

**WHEREAS**, it further appearing that this matter came before the Board for public hearing on October 6, 2016 and that a decision of approval was made on October 6, 2016;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Boundary Change Proposal No. CL 16-008 is approved for the reasons stated in attached Exhibit A and the territory described in Exhibit B and depicted on Exhibit C is annexed to Clackamas County Service District No. 1 as of October 6, 2016.

**DATED** this 6<sup>th</sup> day of October, 2016.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

## FINDINGS

Based on the study and the public hearing, the Board found:

1. The territory to be annexed contains 4.08 acres, one vacant single family dwelling and is valued at \$466,441.
2. The property owners desire annexation to provide sewer service for development of 12 lots of a 24 lot subdivision.
3. Oregon Revised Statute 198 directs the Board to “consider the local comprehensive plan for the area and any service agreement executed between a local government and the affected district.”

Clackamas County Service District No. 1 and the City of Happy Valley do have an agreement calling for the District to be the provider of sewers inside the City.

Additional criteria can be found in the Metro Code. The code requires a report which addresses the criteria listed below and which includes the following information:

1. The extent to which urban services are available to serve the affected territory, including any extraterritorial extension of service;
2. Whether the proposed boundary change will result in the withdrawal of territory from the legal boundary of any necessary party<sup>1</sup>; and
3. The proposed effective date of the boundary change.

Service availability is covered in the findings below. Staff has examined the statutes and determined that approval of this annexation will not cause the withdrawal of the affected territory from the boundary of any necessary party. The proposed effective date is immediately upon adoption.

To approve a boundary change, the reviewing entity (the County Board) must apply the following criteria:

To approve a boundary change, the County must:

1. Find that the change is consistent with expressly applicable provisions in:
  - (A) Any applicable urban service agreement adopted pursuant to ORS 195.205;
  - (B) Any applicable annexation plan adopted pursuant to ORS 195.205;

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<sup>1</sup> A “necessary party” is another governmental entity which includes the same area or provides an urban service to the area.



- (C) Any applicable cooperative planning agreement adopted pursuant to ORS 195.020(2) between the affected entity and a necessary party;
  - (D) Any applicable public facility plan adopted pursuant to a statewide planning goal on public facilities and services; and
  - (E) Any applicable comprehensive plan;
  - (F) Any applicable concept plan; and
2. Consider whether the boundary change would:
- (A) Promote the timely, orderly and economic provision of public facilities and services;
  - (B) Affect the quality and quantity of urban services; and
  - (C) Eliminate or avoid unnecessary duplication of facilities and services.

There are no cooperative agreements, urban service agreements or annexation plans specifically adopted pursuant to ORS 195 in effect in this area. The original public facility plan for this area does call for service by the District. The proposal is consistent with the Comprehensive Plan as stated in the section below. No concept plans cover this area.

4. This territory is inside of Metro's jurisdictional boundary and inside the regional Urban Growth Boundary (UGB).

The law that requires Metro to adopt criteria for boundary changes specifically states that Metro shall ". . . ensure that a boundary change is in compliance with the Metro regional framework plan as defined in ORS 197.015 and cooperative agreements and urban service agreements adopted pursuant to DRS chapter 195." ORS 197.015 says, "Metro regional framework plan means the regional framework plan required by the 1992 Metro Charter or its separate components." The Regional Framework Plan was reviewed and found not to contain specific criteria applicable to boundary changes.

There are two adopted regional functional plans, the Urban Growth Management Functional Plan and the Regional Transportation Plan, which were examined and found not to contain any directly applicable standards and criteria for boundary changes.

5. The PUBLIC FACILITIES AND SERVICES Element of the Comprehensive Plan contains the following Goal:

POLICIES

Sanitary Sewage Disposal

- 6.0 Require sanitary sewerage service agencies to coordinate extension of sanitary services with other key facilities, i.e., water, transportation, and storm drainage systems, which are necessary to serve additional lands.
6. The City of Happy Valley Comprehensive Plan identifies the area as R-10, Residential.
  7. ORS 195 requires agreements between providers of urban services. Urban services are defined as: sanitary sewers, water, fire protection, parks, open space, recreation and streets, roads and mass transit. These agreements are to specify which governmental entity will provide which service to which area in the long term. The counties are responsible for facilitating the creation of these agreements. There are no urban service agreements under ORS 195 relative to sewer service in this area of Clackamas County.
  8. The District has sewer lines which can serve the property available adjacent to the west edge of the lot.
  9. The territory to be annexed is within the Sunrise Water Authority which can serve the site.
  10. The area receives police service from the City of Happy Valley which contracts with the Clackamas County Sheriff's Department.
  11. The territory is within the Clackamas County R.F.P.D. #1. This service will not be affected by annexation to the County Service District for sanitary services.
  12. The area to be annexed is within the North Clackamas County Parks & Recreation District.



## CONCLUSIONS AND REASONS FOR DECISION

Based on the Findings, the Board determined:

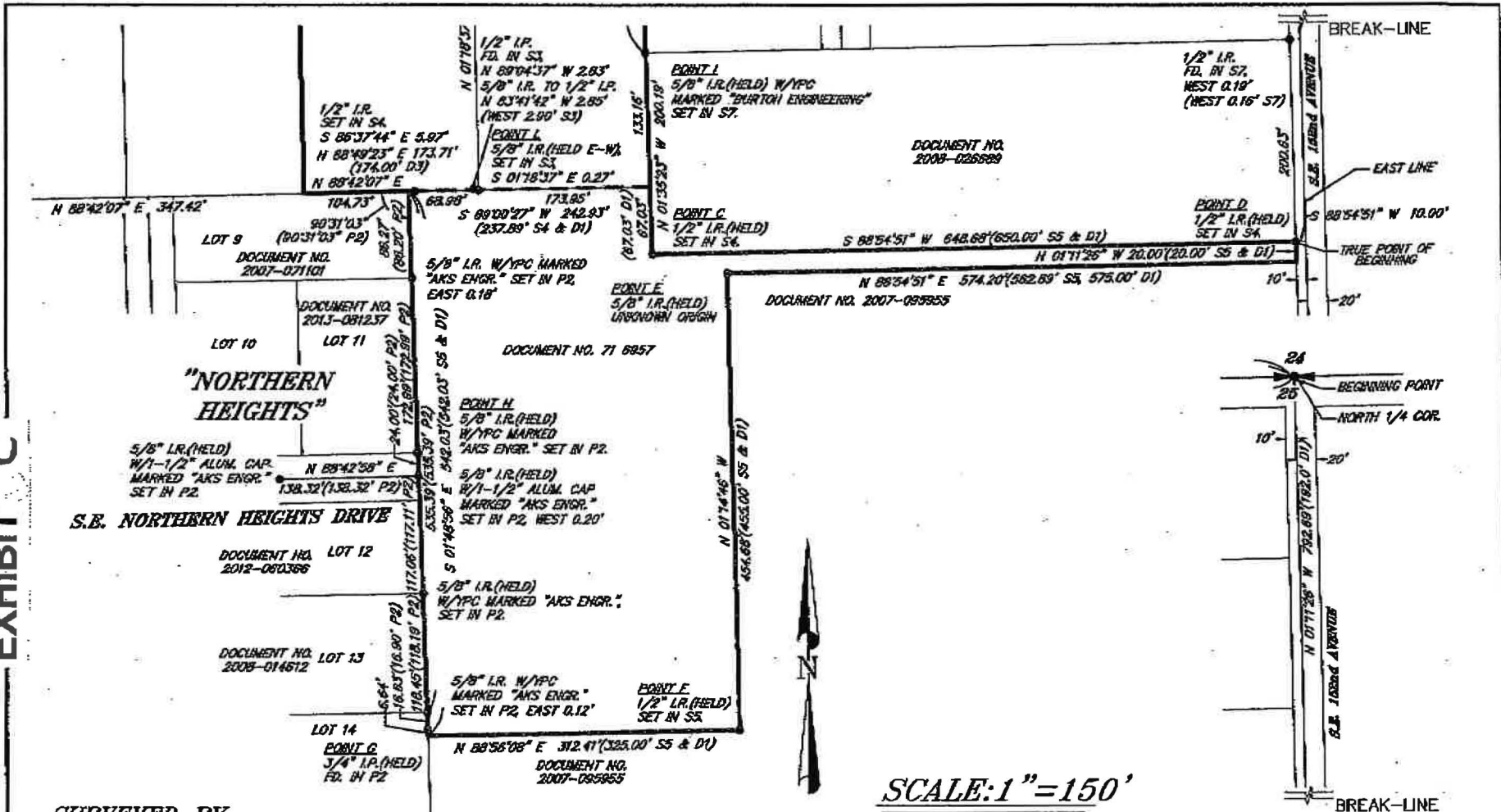
1. The Metro code requires the boundary change decision to be consistent with expressly applicable provisions in any urban service provider agreements, cooperative agreements and annexation plans adopted pursuant to ORS 195. As noted in Findings 3 & 7, there are no such agreements or plans in place in this area. The Board concludes that its decision is not inconsistent with any such agreements and plans.
2. The Metro Code calls for consistency between the Board decision and any “applicable public facility plans adopted pursuant to a statewide planning goal on public facilities and services.” The Board notes the original public facility plan for this area does call for sewer services by the District.
3. ORS 198 requires consideration of the comprehensive plan and any service agreements affecting the area. The Board has reviewed the applicable comprehensive plans (Clackamas County’s Comprehensive Plan and Happy Valley’s Comprehensive Plan) and concludes this proposal complies with them. All other necessary urban services can be made available.
4. The Board considered the timing and phasing of public facilities to this area, the quantity and quality of services available and the potential for duplication of services. The District has service available to the area to be annexed as noted in Finding No. 8. The Board concludes this annexation is timely, the District has an adequate quantity and quality of services available and that the services are not duplicative.
5. The Metro Code at 3.09.050(B)(2) requires a determination of whether the boundary change will cause withdrawal of the territory from the boundary of any necessary party. An examination of this issue found that no such withdrawals would be caused by approval of this annexation.

**EXHIBIT B**  
Annexation Description

A parcel of land situated within the northwest quarter of Section 25 of Township 1 South, Range 2 East of the Willamette Meridian and conveyed to George R. Lanners and Alice M. Lanners in Clackamas County Deed Record 71-6957 and further described as follows:

Beginning at a point in the East line of the Northwest quarter of said Section 25, which point is 792.69 feet (792.0 via deed) South of the quarter section corner of the North line of said section; thence South  $88^{\circ}54'51''$  West 10.0 feet to the true place of beginning and being the most easterly northeast corner of said Lanners parcel, said corner is marked by a 1/2" iron rod; thence South  $88^{\circ}54'51''$  West, along a northerly line of said Lanners parcel, 648.68 feet (650 feet via deed) to a 1/2" iron rod at a corner of the Lanners parcel; thence North  $01^{\circ}35'23''$  West, along a easterly boundary of said Lanners parcel, 67.03 feet to the most northerly northeast corner of said Lanners parcel; thence South  $89^{\circ}00'27''$  West 242.93 feet (237.89 feet via deed), along the northerly boundary of said Lanners' parcel to a 7" x 10" stone with "X" and being the northwesterly corner of said Lanners Parcel; thence South  $01^{\circ}48'56''$  East 542.03 feet to a 5/8" iron rod w/YPC marked "SWLS 503-665-7777" and being the southwest corner of said Lanners parcel; thence North  $88^{\circ}56'08''$  East 312.41 feet (325.0 feet via deed) to a 1/2 inch iron rod and being the most southerly southeast corner of Lanners parcel; thence North  $01^{\circ}14'46''$  West 454.68 feet (455 feet via deed) to a 5/8 inch iron rod and being a corner on said Lanners parcel; thence North  $88^{\circ}54'51''$  East 574.20 feet (575 feet via deed) to a 5/8" iron rod w/YPC marked "SWLS 503-665-7777" and being the most easterly southeast corner of said Lanners parcel; thence North  $01^{\circ}11'26''$  West 20.00 feet to the true point of beginning.





**SURVEYED BY**  
**STATEWIDE LAND SURVEYING, INC.**  
**RECORD OF SURVEY WITH**  
**CLACKAMAS COUNTY SURVEYOR'S OFFICE**  
**SN2015-122**

**EXHIBIT 'B'**  
**MAP OF ANNEXATION**

**A PARCEL OF LAND SITUATED WITHIN THE NORTHWEST 1/4 OF SECTION 25 OF TOWNSHIP 1 SOUTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLACKAMAS COUNTY, OREGON**

DATE	APRIL 2016
SCALE	1"=150'
DRAWN	JVM
JOB	SCL 14-060

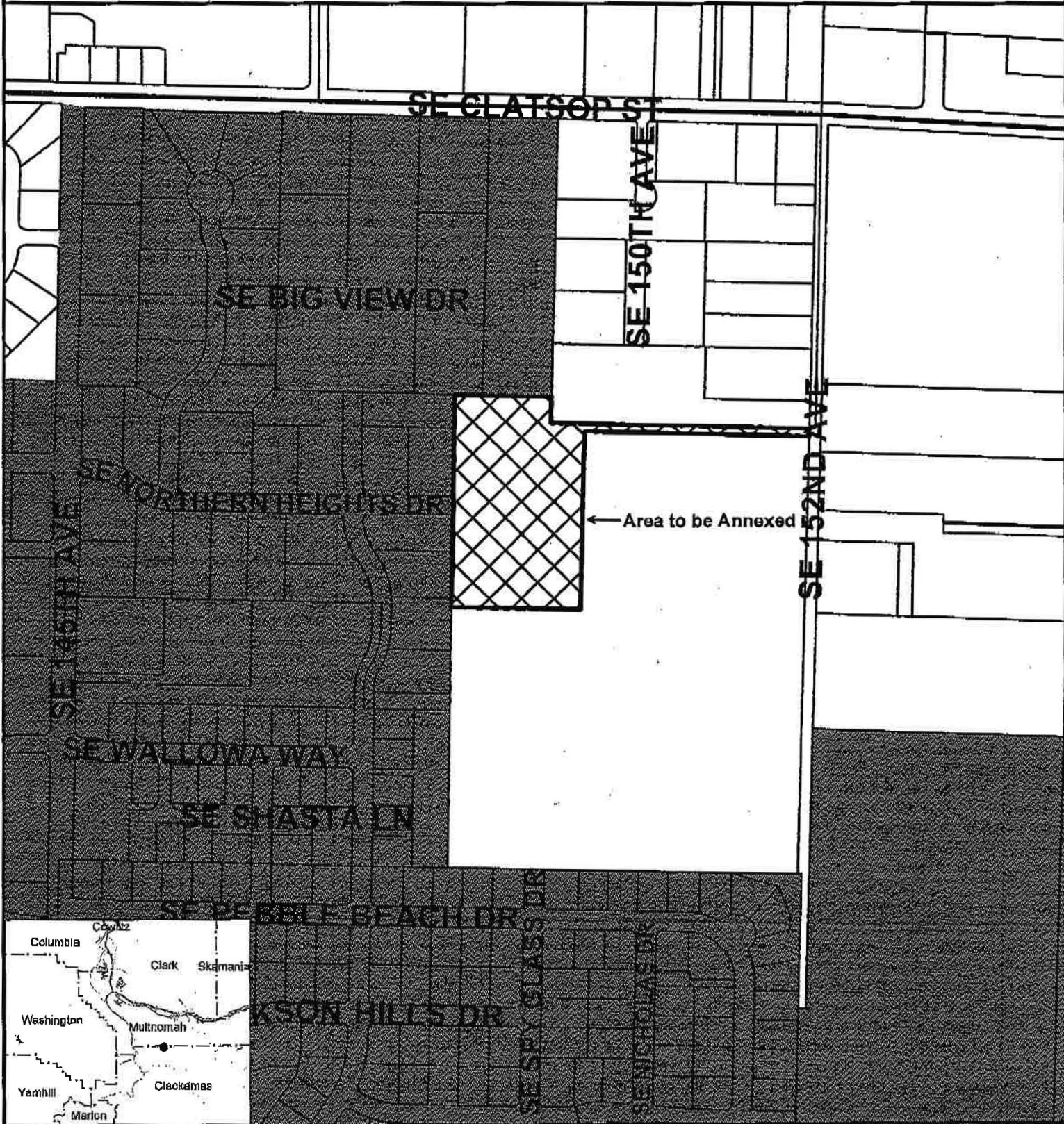
**SISUL ENGINEERING**  
375 PORTLAND AVENUE  
GLADSTONE, OREGON 97027  
(503) 657-0188

# Proposal No. CL16-008

1S2E25



Annexation to Clackamas County Service District #1

Clackamas County



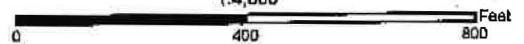
Research Center  
800 NE Grand Ave  
Portland, OR 97232-2736  
(503) 797-1742  
<http://www.oregonmetro.gov/drc>

## Proposal No. CL16-008

-  Area to be annexed
-  Clackamas County Service District #1



1:4,000



The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.





October 6, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Resolution Enacting a Property Tax Exemption  
for Surviving Spouses of Public Safety Officers Killed  
In the Line of Duty

<b>Purpose/Outcome</b>	Provide a partial exemption for property taxes to the spouses of public safety officers killed in the line of duty.
<b>Dollar Amount and Fiscal Impact</b>	Depends on number of qualifying spouses which tax districts the homestead is in.
<b>Funding Source</b>	N/A
<b>Duration</b>	Indefinite
<b>Previous Board Action/Review</b>	Policy Session on September 21, 2016.
<b>Strategic Plan Alignment</b>	Keeping residents safe healthy and secure
<b>Contact Person</b>	Dan Chandler, Assistant County Administrator

**BACKGROUND:**

The 2016 legislature unanimously passed SB 1513, which allows a county to provide an exemption of up to \$250,000 of the assessed value of the homestead of the surviving spouse of a public safety officer killed in the line of duty. A county-adopted exemption binds all taxing jurisdictions within the county, and ends on remarriage of the surviving spouse. SB 1513 contains definitions, limitations and implementation requirements for the exemption.

The approximate range of benefit for qualifying surviving spouse including all taxing districts would range between \$2,500 to \$5,200 per year. The cost to the County would range from \$620 and \$750 per year for each surviving spouse entitled to the full exemption.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the Resolution Enacting A Property Tax Exemption for Surviving Spouses of Public Safety Officers Killed In the Line of Duty.

Respectfully submitted,

Dan Chandler  
Assistant County Administrator

In the Matter of a Resolution Enacting  
a Property Tax Exemption for Surviving  
Spouses of Public Safety Officers Killed  
in the Line of Duty

Resolution No.

**WHEREAS**, The 2015/16 State of Oregon Legislature unanimously passed Senate Bill 1513, creating a property tax exemption for the homesteads of the surviving spouses of certain public safety officers - fire service professionals, police officers and reserve officers - killed in the line of duty; and

**WHEREAS**, Section 1, Article 2 of the bill states, "A county may provide, by ordinance or resolution, that up to \$250,000 of assessed value of each homestead located in the county shall be exempt from ad valorem property taxes imposed by all taxing jurisdictions on the homestead;" and

**WHEREAS**, Clackamas County supports public safety officers and their families. Their dedication and willingness to place themselves in danger to protect our community deserves gratitude and appreciation.

**NOW, THEREFORE, the Clackamas County Board of Commissioners does hereby resolve:**

1. Up to \$250,000 of the assessed value of the homestead of the surviving spouses of fire service professionals, police officers and reserve officers (as those officers as defined in ORS 181A.355) shall be exempt from ad valorem property taxes imposed by all taxing jurisdictions on the homestead.
2. Definitions and requirements for the exemption are as set forth in SB 1513, as it may hereafter be amended, as well as in ORS 181A.335, as amended. The exemption provided herein is subject to administrative rules and requirements of the Department of Revenue and all other relevant laws, rules, and regulations.

**ADOPTED** this 6<sup>th</sup> day of October, 2016.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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John Ludlow, Chair

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Recording Secretary



October 6, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #8 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Provides the 2 <sup>nd</sup> year funding from the Oregon Health Authority for the Program Elements within the Local Public Health Authority of Clackamas County. The Amendment also updates agreement language.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #8 increases this Agreement by \$2,866,291 for a new Contract maximum value of \$6,059,379.
<b>Funding Source</b>	State of Oregon, Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, health and secure communities
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	7271-08

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #8 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment represents the 2<sup>nd</sup> year base funding for public health programs in Clackamas County and increases Agreement by \$2,866,291.00. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, City Readiness Initiative, and Women’s, Infants, and Children (WIC) Program.

This Amendment is effective July 1, 2015 and continues through June 30, 2017. This contract has been reviewed by County Counsel on September 26, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

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

**Agreement #148002**

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

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

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Definitions set forth in Exhibit A of the Agreement;

WHEREAS, OHA and LPHA wish to modify certain Program Element Descriptions set forth in Exhibit B of the Agreement;

WHEREAS, OHA and LPHA wish to add the initial award of financial assistance for fiscal year 2016-2017 to the existing Financial Assistance Award for fiscal year 2015-2016 set forth in Exhibit C of the Agreement;

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

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

**AGREEMENT**

1. The Agreement is amended as follows:
  - a. Exhibit A. “Definitions”, Section 8. “Financial Assistance Award” or “FAA” is amended as follows: (deleted text is indicated by ~~strikethrough~~, added text is **bold and underlined.**)
    8. “Financial Assistance Award” or “FAA” means the description of financial assistance set forth in Exhibit C, as such Financial Assistance Award may be amended from time to time. **References throughout this Agreement to “the Financial Assistance Award” means any and all descriptions of financial assistance currently set forth or as may be added to Exhibit C. to reflect increases or decreases in award amounts as they may occur during the entire period of the Agreement.”**



- b.** Exhibit B “Program Element Descriptions” is amended as follows:

    - (1)** Program Element #09 “Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2” is hereby superseded and replaced in its entirety as per Attachment A, attached hereto and incorporated herein by this reference.
    - (2)** Program Element #12 “Public Health Emergency Preparedness Program (PHEP)” is hereby superseded and replaced in its entirety as per Attachment B, attached hereto and incorporated herein by this reference.
    - (3)** Program Element #41 “Reproductive Health Program” is hereby superseded and replaced in its entirety as per Attachment C, attached hereto and incorporated herein by this reference.
    - (4)** Program Element #43 “Public Health Practice (PHP) – Immunization Services (Vendors)” is hereby superseded and replaced in its entirety as per Attachment D, attached hereto and incorporated herein by this reference.
  - c.** Exhibit C “Financial Assistance Award”, Section 1 only is amended to add the Financial Assistance Award for the period July 1, 2016 through June 30, 2017 as set forth in Attachment E attached hereto and incorporated herein by this reference. Attachment E must be read in conjunction with Section 4 of Exhibit C, entitled “Explanation of Financial Assistance Award” of the Agreement.
  - d.** Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment F, attached hereto and incorporated herein by this reference.
- 2.** LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
  - 3.** Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
  - 4.** Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. The parties expressly agree to and ratify the Agreement as herein amended.
  - 5.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

6. This Amendment becomes effective on the date of the last signature below.

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

**APPROVED:**

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

By: \_\_\_\_\_  
Name: Karen Slothower  
Title: Fiscal & Business Operations Director  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

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

**OFFICE OF CONTRACTS & PROCUREMENT (OCP)**

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



## Attachment A

### Program Element #09: Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2

#### 1. Description and Purpose.

- a. Funds provided under this Agreement to Local Public Health Authorities (LPHA) for Program Element (PE) 09 Public Health Emergency Preparedness Program (PHEP) Ebola Supplement 2 may only be used in accordance with, and subject to, the requirements and limitations set forth in this PE 09.
- b. PHEP Ebola Supplement 2 funding is targeted to address Public Health Preparedness Capabilities including but not limited to:
  - (1) Community Preparedness,
  - (2) Public Health Surveillance and Epidemiological Investigation,
  - (3) Public Health Laboratory Testing,
  - (4) Non-Pharmaceutical Interventions,
  - (5) Responder (Worker) Safety and Health
  - (6) Emergency Public Information and Warning/Information Sharing, and
  - (7) Medical Surge.

#### 2. Definitions Relevant to PHEP and Ebola Supplement 2.

- a. Budget Period: Budget Period is defined as the intervals of time into which a multi-year project period is divided for budgetary/funding purposes. For purposes of this Program Element, Budget Period is July 1, 2016 through June 30, 2017.
- b. CDC: the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
- c. CDC Public Health Capabilities: as described online at:  
<http://www.cdc.gov/phpr/capabilities/>
- d. Deadlines: If a due date falls on a weekend or holiday, the due date will be the next business day following.
- e. Health Security, Preparedness and Response (HSPR): A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American tribes to develop plans and procedures to prepare Oregon to respond to, mitigate, and recover from public health emergencies.
- f. Public Health Emergency Preparedness (PHEP): local public health systems designed to better prepare Oregon to respond to, mitigate, and recover from, public health emergencies.

#### 3. General Requirements. All of LPHA's PHEP Ebola Supplement 2 services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:

- a. Non-Supplantation. Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
- b. Use of Funds. Funds awarded to LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities

(Community Preparedness, Public Health Surveillance and Epidemiological Investigation, Public Health Laboratory Testing, Non-Pharmaceutical Interventions, Responder Safety and Health, Emergency Public Information and Warning/Information Sharing, and Medical Surge) in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element Description. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the HSPR liaison and receive final approval by OHA HSPR.

- c. Conflict between Documents. In the event of any conflict or inconsistency between the provisions of the PHEP Ebola Supplement 2 work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- d. Work Plan. LPHA shall implement its PHEP activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1

#### 4. **Work Plan and Reporting.**

**Work Plan:** PHEP work plans must be written with clear and measurable objectives with timelines and include:

- a. At least three broad program goals that address gaps and guide work plan activities.
- b. Development, review and local public health leadership approval of plans and procedures in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- c. Planning activities in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- d. Training and Education in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- e. Exercises in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- f. Community Education and Outreach and Partner Collaboration in support of any of the 7 CDC PHP Capabilities listed in 1(b).
- g. Administrative and Fiscal activities in support of any of the 7 CDC PHP Capabilities listed in 1(b).

#### 5. **Budget and Expense Reporting.**

- a. Proposed Budget for Award Period (July 1, 2016 – June 30, 2017). Using the Proposed Budget Template set forth as Attachment 1, Part 1 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA by September 1, 2016, a budget, based on actual award amounts, detailing LPHA's expected costs to operate its PHEP Ebola Supplement 2 program during the FY 17 award period.
- b. Actual Expense to Budget for FY 17 Award Period. Using the Actual Expense to Budget Template set forth as Attachment 1, Part 2 to this PE 09 (also available through the HSPR liaison) and incorporated herein by this reference, LPHA shall provide to OHA by September 15, 2017 the actual expenses for operation of its PHEP Ebola Supplement 2 program during the FY 17 award period.
- c. Formats other than the proposed budget and expense to budget templates set forth in Attachment 1 to this PE will not satisfy the reporting requirements of this Program Element Description.
- d. All capital equipment purchases of \$5,000 or more using PHEP Ebola Supplemental 2 funds will be identified under the "Capital Equipment" line item category.



**ATTACHMENT 1**

**TO PROGRAM ELEMENT #09 - PART 1: PROPOSED BUDGET TEMPLATE**

**PE 09 Preparedness Program Ebola Supplement 2 FY 2017**

\_\_\_\_\_ County

July 1, 2016 - June 30, 2017

	Proposed		Actual	12 Mos Total
<b>PERSONNEL</b>			Subtotal	<b>\$0.00</b>
	Annual Salary	% FTE		
<i>(Position Title and Name)</i>	\$0	0.00%		\$0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.				
	\$0	0.00%		\$0
	\$0	0.00%		\$0
<b>Fringe Benefits @ ( )%</b> of describe rate or method				\$0
<b>TRAVEL</b>				<b>\$0</b>
<b>Total In-State Travel:</b> (describe travel to include meals, registration, lodging and mileage)	\$0			\$0
<b>Hotel Costs:</b>				
<b>Per Diem Costs:</b>				
<b>Mileage or Car Rental Costs:</b>				
<b>Registration Costs:</b>				
<b>Misc. Costs:</b>				
<b>Out-of-State Travel:</b> (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)	\$0			\$0
<b>Air Travel Costs:</b>				
<b>Hotel Costs:</b>				
<b>Per Diem Costs:</b>				
<b>Mileage or Car Rental Costs:</b>				
<b>Registration Costs:</b>				
<b>Misc. Costs:</b>				
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>				<b>\$0</b>
				\$0
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>				<b>\$0</b>
	\$0			\$0
	\$0			\$0

<b>CONTRACTUAL (list each Contract separately and provide a brief description)</b>			<b>\$0</b>
			\$0
			\$0
<b>OTHER</b>			<b>\$0</b>
	\$0		\$0
	\$0		\$0
	\$0		\$0
<b>TOTAL DIRECT CHARGES</b>			<b>\$0</b>
TOTAL INDIRECT CHARGES @ ____% of Direct Expenses:	\$0		\$0
<b>TOTAL BUDGET:</b>	<b>\$0</b>		

Date, Name and phone number of person who prepared budget

**NOTES:**

Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000  
 % of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be  $50 \times 12 / 2080 = .29$  FTE

**ATTACHMENT 1**

**TO PROGRAM ELEMENT #09 - PART 2: ACTUAL EXPENSE TO BUDGET TEMPLATE**

**PE 09 Preparedness Program Ebola Supplement 2 FY 2017**

\_\_\_\_\_ County

Period of the Report July 1, 2016-June 30, 2017)

	Budget	Expense to date	Variance
<b>PERSONNEL</b>			
Salary (Administrative & Support Staff)	\$0		\$0
Fringe Benefits	\$0		\$0
<b>TRAVEL</b>			
In-State Travel:	\$0		\$0
Out-of-State Travel:	\$0		\$0
<b>CAPITAL EQUIPMENT</b>	\$0		\$0
<b>SUPPLIES</b>	\$0		\$0
<b>CONTRACTUAL</b>	\$0		\$0
<b>OTHER</b>	\$0		\$0
<b>TOTAL DIRECT</b>	\$0	\$0	\$0
<b>TOTAL INDIRECT</b>	\$0		\$0
<b>TOTAL:</b>	\$0	\$0	\$0

Date, name and phone number of person who prepared expense to budget report

**Notes:**



**ATTACHMENT 2**  
**TO PROGRAM ELEMENT #09**  
**Work Plan Instructions**  
**Oregon HSPR Public Health Emergency Preparedness Program**

FOR GRANT CYCLE: JULY 1, 2016 – JUNE 30, 2017

**DUE DATE**

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

**REVIEW PROCESS**

Your approved work plan will be reviewed with your PHEP liaison.

**WORKPLAN CATEGORIES**

**GOALS:** At least three broad program goals that address gaps and guide work plan activities will be developed.

**TRAINING AND EDUCATION:** List all preparedness trainings, workshops conducted or attended by preparedness staff.

**DRILLS and EXERCISES:** List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

**PLANNING:** List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

**OUTREACH AND PARTNER COLLABORATION:** In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

**COMMUNITY EDUCATION:** List any community outreach activities you plan conduct that enhance community preparedness or resiliency.

**COLUMN DESCRIPTIONS**

<b>CDC Cap. #s</b>	<b>DRILLS and EXERCISES Objective</b>	<b>Planned Activity</b>	<b>Date Completed</b>	<b>Actual Outcome</b>	<b>Notes</b>
1	By December 31, 2016, 90% of all health department staff will respond to drill within 60 minutes.	Conduct local call down drill to all staff.	09/15/16	80% of health department staff responded within designated time. Contact information was updated and processes reviewed to improve future compliance.	Did not reach goal, but demonstrated improvement as only 70% of staff responded at last drill.

**CDC CAPABILITY:** Indicate the target capability number(s) addressed by this activity.

**OBJECTIVE:** Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

**PLANNED ACTIVITY:** Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

**DATE COMPLETED:** When updating the work plan, record date of the completed activities and/or objective.

**ACTUAL OUTCOMES:** To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

**NOTES:** For additional explanation.

**INCIDENTS AND RESPONSE ACTIVITIES:** Explain what incidents and response activities that occurred during the FY17 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

**UNPLANNED ACTIVITY:** Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.

## Attachment B

### Program Element #12: Public Health Emergency Preparedness Program (PHEP)

1. **Description.** Funds provided under this Agreement to Local Public Health Authorities (LPHA) for a Public Health Emergency Preparedness Program (PHEP) may only be used in accordance with, and subject to, the requirements and limitations set forth below. The PHEP shall address mitigation, preparedness, response and recovery phases for public health emergencies through plan development and revision, exercise and response activities based on the 15 CDC identified Public Health Preparedness Capabilities.
2. **Definitions Relevant to PHEP Programs.**
  - a. **Budget Period:** Budget period is defined as the intervals of time (usually 12 months) into which a multi-year project period is divided for budgetary/ funding use. For purposes of this Program Element, budget period is July 1 through June 30.
  - b. **CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.
  - c. **CDC Public Health Preparedness Capabilities:** <http://www.cdc.gov/phpr/capabilities/>
  - d. **Cities Readiness Initiative (CRI):** CRI is a federally funded program designed to enhance preparedness in the nation's largest population centers where more than 50% of the U.S. population resides. Using CRI funding, state and large metropolitan public health departments develop, test, and maintain plans to quickly receive and distribute life-saving medicine and medical supplies from the nation's Strategic National Stockpile (SNS) to local communities following a large-scale public health emergency.
  - e. **Deadlines:** If a due date falls on a weekend or holiday, the due date will be the next business day following.
  - f. **Hazard Vulnerability Analysis (HVA):** The HVA provides a systematic approach to recognizing hazards that may affect demand for county services and a county's ability to provide those services. The risks associated with each hazard are analyzed to prioritize planning, mitigation, response and recovery activities. The HVA serves as a needs assessment for County Emergency Management. It identifies the hazards facing the community, what the hazards can do to the community's physical, social, and economic assets, and which areas are most vulnerable to damage or other impacts from the hazards. LPHAs can provide public health specific hazards to their county to be included in the HVA.
  - g. **Health Alert Network (HAN):** A web-based, secure, redundant, electronic communication and collaboration system operated by OHA, available to all Oregon public health officials, hospitals, labs and service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access for Oregon public health officials and service providers to public health information including the capacity for broadcasting information to Oregon public health officials and service providers in an emergency 24 hours per day, 7 days per week, 365 days per year. The secure HAN has a call down engine that can be activated by state or local Preparedness Health Alert Network administrators.
  - h. **Health Security Preparedness and Response (HSPR):** A state level program that is a joint effort with the Conference of Local Health Officials (CLHO) and Native American Tribes (Tribes) to develop plans and procedures to prepare Oregon to respond, mitigate, and recover from public health emergencies.
  - i. **Hospital Preparedness Program (HPP):** provides leadership and funding through grants and cooperative agreements to States, territories, and eligible municipalities to improve surge

capacity and enhance community and hospital preparedness for public health emergencies. To date, states, territories, and large metropolitan areas have received HPP grants totaling over \$4 billion to help Healthcare Coalitions, hospitals and other healthcare organizations strengthen medical surge and other Healthcare Preparedness Capabilities across the nation.

- j. **National Incident Management System (NIMS):** The U.S. Department of Homeland Security system for integrating effective practices in emergency preparedness and response into a comprehensive national framework for incident management. The NIMS enables emergency responders at all levels and in different disciplines to effectively manage incidents no matter what the cause, size or complexity. More information can be viewed at: <https://www.fema.gov/national-incident-management-system>.
  - k. **Medical Counter Measures (MCM):** Vaccines, antiviral drugs, antibiotics, antitoxin, etc. in support of treatment or prophylaxis to the identified population in accordance with public health guidelines or recommendations. This includes the Strategic National Stockpile (SNS), a CDC program developed to provide rapid delivery of pharmaceuticals, medical supplies and equipment for an ill-defined threat in the early hours of an event, a large shipment of specific items when a specific threat is known or technical assistance to distribute SNS materiel. SNS program support includes the 12-hour Push Pack, vendor managed inventory (VMI), and Federal Medical Stations.
  - l. **Public Information Officers (PIOs):** The communications coordinators (officers) or spokespersons for governmental organizations.
  - m. **Public Health Accreditation Board (PHAB):** A non-profit organization dedicated to improving and protecting the health of the public by advancing the quality and performance of Tribal, state, local and territorial public health departments. <http://www.phaboard.org/>. Accreditation standards and measurements are outlined on <http://www.phaboard.org/wp-content/uploads/SM-Version-1.5-Board-adopted-FINAL-01-24-2014.docx.pdf>
  - n. **Public Health Emergency Preparedness (PHEP):** local public health programs designed to better prepare Oregon to respond to, mitigate, and recover from public health emergencies.
  - o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs in order for HSPR to report to CDC.
  - p. **Volunteer Management:** The ability to coordinate the identification, recruitment, registration, credential verification, training, and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.
3. **General Requirements.** All LPHAs' PHEP services and activities supported in whole or in part with funds provided under this Agreement and particularly as described in this Program Element Description shall be delivered or conducted in accordance with the following requirements and to the satisfaction of OHA:
- a. **Non-Supplantation.** Funds provided under this Agreement for this Program Element shall not be used to supplant state, local, other non-federal, or other federal funds.
  - b. **Work Plan.** LPHA shall implement its PHEP activities in accordance with its HSPR approved work plan using the example set forth in Attachment 2 to this Program Element. Dependent upon extenuating circumstances, modifications to this work plan may only be made with HSPR agreement and approval. Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.
  - c. **Public Health Preparedness Staffing.** LPHA shall identify a Public Health Emergency Preparedness Coordinator. The Public Health Emergency Preparedness Coordinator will be the OHA's chief point of contact related to program issues. LPHA must implement its PHEP



activities in accordance with its approved work plan. The Public Health Emergency Preparedness Coordinator will ensure that all scheduled preparedness program conference calls and statewide preparedness program meetings are attended by the Coordinator or an LPHA representative.

- d. **Use of Funds.** Funds awarded to the LPHA under this Agreement for this Program Element may only be used for activities related to the CDC Public Health Preparedness Capabilities in accordance with an approved Budget using the template set forth as Attachment 1 to this Program Element. Modifications to the budget totaling \$5,000 or more require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- e. **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the PHEP work plan or budget (as set forth in Attachments 1 and 2) and the provisions of this Agreement, this Agreement shall control.
- f. **PHEP Program Reviews.**
  - (1) This Agreement will be integrated into the Triennial Review Process. This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of Community Liaison.
  - (2) The LPHA will complete work plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis and by August 15 and February 15.
- g. **Budget and Expense Reporting:** Using the budget template Excel file set forth in Attachment 1 and available through the liaison and incorporated herein and by this reference, LPHA shall provide to OHA by August 1, of each year, a budget using actual award amounts, through June 30 of each year. LPHA shall submit to OHA by February 15 of each year, the actual expense-to-budget report for the period of July 1, through December 31. The LPHA shall provide to the OHA by September 15 of each year, the actual expense-to-budget report for the prior fiscal period of July 1, through June 30. The budget and expense-to-budget set forth in Attachment 1 shall be the only form used to satisfy this requirement. All capital equipment purchases of \$5,000 or more that use PHEP funds will be identified in this budget report form under the Capital Equipment tab.

#### 4. Procedural and Operational Requirements.

- a. **Statewide and Regional Coordination:** LPHA must attend HSPR meetings and participate as follows:
  - (1) Attendance at one of the HSPR co-sponsored preparedness conferences, which includes Oregon Epidemiologists' Meeting (OR-Epi) and Office of Emergency Manager (OEM) Workshop.
  - (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness as appropriate.
  - (3) Participation in a minimum of 75% of the regional or local HPP Coalition meetings.
  - (4) For CRI counties only, participation in meetings led by MCM coordinator.
  - (5) Participation in a minimum of 75% of statewide HSPR-hosted PHEP monthly conference calls for LPHAs and Tribes.
  - (6) Participation in activities associated with statewide emerging threats or incidents as identified by HSPR.
- b. **Public Health Preparedness Capability Survey:** LPHA shall complete all applicable Public Health Preparedness Capability Surveys sponsored by HSPR by August 15 each year.

- c. **County Hazard Vulnerability Analysis:** LPHA will provide public health perspective and data for their County’s Hazard Vulnerability Analysis using the OPHD provided format and timelines.
- d. **Work Plan:** PHEP work plans must be written with clear and measurable objectives with timelines and include:
  - (1) At least three broad program goals that address gaps and guide work plan activities.
  - (2) Development, review and local public health leadership approval of plans and procedures in support of any of the 15 CDC PHP Capabilities.
  - (3) Planning activities in support of any of the 15 CDC PHP Capabilities.
  - (4) Training and Education in support of any of the 15 CDC PHP Capabilities.
  - (5) Exercises in support of any of the 15 CDC PHP Capabilities.
  - (6) Community Education and Outreach and Partner Collaboration in support of any of the 15 CDC PHP Capabilities.
  - (7) Administrative and Fiscal activities in support of any of the 15 CDC PHP Capabilities.
- e. **Emergency Preparedness Program Work Plan Performance:** LPHA shall complete activities in their HSPR approved PHEP work plans by June 30 each year. If LPHA completes fewer than 75% of the non-fiscal and non-administrative planned activities in its local PHEP work plan for two consecutive years, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Work completed in response to a novel or uncommon disease outbreak or other event of significance, may be documented to replace work plan activities interrupted or delayed.
- f. **24/7/365 Emergency Contact Capability.**
  - (1) LPHA shall establish and maintain a single telephone number whereby, physicians, hospitals, other health care providers, OHA and the public can report public health emergencies within the LPHA service area.
  - (2) The contact number will be easy to find through sources in which the LPHA typically makes information available including local telephone directories, traditional websites and social media pages. It is acceptable for the publicly listed phone number to provide after-hours contact information by means of a recorded message. LPHA shall list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.
  - (3) The telephone number shall be operational 24 hours a day, 7 days a week, 365 days a year and be an eleven digit telephone number available to callers from outside the local emergency dispatch. LPHA may use an answering service or their 911 system in this process, but the eleven digit telephone number of the local 911 operators shall be available for callers from outside the locality.
  - (4) The LPHA telephone number described above shall be answered by a knowledgeable person or by a recording that clearly states the above mentioned 24/7/365 telephone number.
  - (5) Quarterly test calls to the 24/7/365 telephone line will be completed by HSPR program staff and LPHA will be required to respond within 60 minutes.

**g. HAN**

- (1) A local HAN Administrator will be appointed for each LPHA and this person's name and contact information will be provided to the HSPR liaison and the State HAN Coordinator.
- (2) The local HAN Administrator shall:
  - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
  - (b) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
  - (c) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
  - (d) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
  - (e) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
  - (f) Ensure participation in Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA's HAN system roles via alert confirmation for: Health Officer, Communicable Disease (CD) Coordinator(s), Preparedness Coordinator, PIO and LPHA County HAN Administrator within one hour.
  - (g) Initiate at least one local HAN call down exercise/ drill for LPHA staff.
  - (h) Perform general administration for all local implementation of the HAN system in their respective organizations.
  - (i) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
  - (j) Facilitate in the development of the HAN accounts for new LPHA users.
  - (k) Participate in HAN Administrator conference calls.

**h. Multi-Year Training and Exercise Plan (MYTEP):** LPHA shall annually submit to HSPR on or before October 31, an updated TEP. The TEP shall meet the following conditions:

- (1) The plan shall demonstrate continuous improvement and progress toward increased capability to perform critical tasks.
- (2) The plan shall include priorities that address lessons learned from previous exercises as described in the LPHA's existing After Action Report (AAR)/ Improvement Plan (IP).
- (3) LPHA shall work with Emergency Management and community partners to integrate exercises.
- (4) At a minimum, the plan shall identify at least two exercises per year and shall identify a cycle of exercises that increase in complexity from year one to year three, progressing from discussion-based exercises (e.g. seminars, workshops, tabletop exercises, games) to operation-based exercises (e.g. drills, functional exercises and full scale exercises); exercises of similar complexity are permissible within any given year of the plan. Disease outbreaks or other public health emergencies requiring an LPHA response may, upon HSPR approval, be used to satisfy exercise requirements. For an exercise or incident to qualify under this requirement the exercise or incident must:



- (a) Have public health objectives that are described in the Exercise Plan or the Incident Action Plan.
- (b) Involve public health staff in the planning process
- (c) Involve more than one county public health staff and/ or related partners as active participants
- (d) Result in an AAR/IP
- (5) LPHA shall submit to HSPR for approval, an exercise scope including goals, objectives, activities, a list of invited participants and a list of exercise team members, for each of the exercises in advance of each exercise.
- (6) LPHA shall provide HSPR an AAR/IP documenting each exercise within 60 days of conducting the exercise.
- (7) LPHA shall coordinate exercise planning with local Emergency Management and other partners.
- (8) Staff responsible for emergency planning and response roles shall be trained for their respective roles consistent with their local emergency plans and according to the Public Health Accreditation Board, the National Incident Management System and the Conference of Local Health Officials Minimum Standards. The training portion of the plan must:
  - (a) Include training on how to discharge LPHA statutory responsibility to take measures to control communicable disease in accordance with applicable law.
  - (b) Identifying and training appropriate LPHA staff to prepare for public health emergency response roles and general emergency response based on the local identified hazards.
- i. **Training Records:** LPHA shall maintain training records for all local public health staff with emergency response roles.
- j. **Planning:** LPHA shall maintain and execute emergency preparedness procedures/ plans as a component of its jurisdictional Emergency Operations Plan (see Attachment 3 to this PE 12 for a recommended list). All LPHA emergency procedures shall comply with the NIMS. The emergency preparedness procedures shall address the 15 CDC PHP capabilities and hazards described in their Hazard Vulnerability Assessment. Revisions shall be made according to the schedule included in each LPHA plan, or according to the local emergency management agency schedule, but not less than once every five years after completion as required in OAR 104-010-005. The governing body of the LPHA shall maintain and update the other components and shall be adopted as local jurisdiction rules apply.
- k. **Contingent Emergency Response Funding:** Such funding is subject to restrictions imposed by CDC at the time of the emergency and would provide funding under circumstances when a delay in award would result in serious injury or other adverse impact to the public.

Since the funding is contingent upon Congressional appropriations, whether contingent emergency response funding awards can be made will depend upon the facts and circumstances that exist at the time of the emergency; the particular appropriation from which the awards would be made, including whether it contains limitations on its use; authorities for implementation; or other relevant factors. No activities are specified for this authorization at this time.

**ATTACHMENT 1  
TO PROGRAM ELEMENT #12  
BUDGET TEMPLATE**

<b>Preparedness Program Annual Budget</b>			
_____ County			
July 1, 201_ - June 30, 201_			
			<b>Total</b>
<b>PERSONNEL</b>		Subtotal	<b>\$0</b>
	List as an Annual Salary	% FTE based on 12 months	0
<i>(Position Title and Name)</i>			0
Brief description of activities, for example, This position has primary responsibility for _____ County PHEP activities.			
			0
			0
			0
			0
<b>Fringe Benefits @ (__)% of describe rate or method</b>			0
<b>TRAVEL</b>			<b>\$0</b>
<b>Total In-State Travel:</b> (describe travel to include meals, registration, lodging and mileage)		\$0	
<b>Hotel Costs:</b>			
<b>Per Diem Costs:</b>			
<b>Mileage or Car Rental Costs:</b>			
<b>Registration Costs:</b>			
<b>Misc Costs:</b>			
<b>Out-of-State Travel:</b> (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)		\$0	
<b>Air Travel Costs:</b>			
<b>Hotel Costs:</b>			
<b>Per Diem Costs:</b>			
<b>Mileage or Car Rental Costs:</b>			
<b>Registration Costs:</b>			
<b>Misc. Costs:</b>			
<b>CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)</b>		\$0	<b>\$0</b>
<b>SUPPLIES, MATERIALS and SERVICES (office, printing, phones, IT support, etc.)</b>		\$0	<b>\$0</b>

CONTRACTUAL (list each Contract separately and provide a brief description)	\$0		\$0
Contract with (____) Company for \$_____, for (_____) services. Contract with (____) Company for \$_____, for (_____) services. Contract with (____) Company for \$_____, for (_____) services.			
OTHER	\$0		\$0
<b>TOTAL DIRECT CHARGES</b>			\$0
<b>TOTAL INDIRECT CHARGES @ ____% of Direct Expenses or describe method</b>			\$0
TOTAL BUDGET:			\$0
Date, Name and phone number of person who prepared budget			
<p>NOTES:</p> <p>Salaries should be listed as a full time equivalent (FTE) of 2,080 hours per year - for example an employee working .80 with a yearly salary of \$62,500 (annual salary) which would compute to the sub-total column as \$50,000</p> <p>% of FTE should be based on a full year FTE percentage of 2080 hours per year - for example an employee listed as 50 hours per month would be <math>50 \times 12 / 2080 = .29</math> FTE</p>			



<b>Preparedness Program Expense to Budget</b>			
_____ County			
Period of the Report (July 1, 201_ - December 31, 201_ )			
	Budget	Expense to date	Variance
<b>PERSONNEL</b>	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
<b>TRAVEL</b>	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
<b>CAPITAL EQUIPMENT</b>	\$0		\$0
<b>SUPPLIES</b>	\$0		\$0
<b>CONTRACTUAL</b>	\$0		\$0
<b>OTHER</b>	\$0		\$0
<b>TOTAL DIRECT</b>	\$0	\$0	\$0
<b>TOTAL INDIRECT</b>	\$0	\$0	\$0
<b>TOTAL:</b>	\$0	\$0	\$0
<b>Date, Name and Phone Number of person who prepared budget.</b>			
Notes:			
<ul style="list-style-type: none"> <li>• The budget total should reflect the total amount in the most recent Notice of Grant Award.</li> <li>• The budget in each category should reflect the total amount in that category for that line item in your submitted budget.</li> </ul>			

<b>Preparedness Program Expense to Budget</b>			
_____ County			
Period of the Report (July 1, 201_ - June 30, 201_)			
	Budget	Expense to date	Variance
<b>PERSONNEL</b>	\$0	\$0	\$0
Salary	\$0		
Fringe Benefits	\$0		
<b>TRAVEL</b>	\$0		\$0
In-State Travel:	\$0		
Out-of-State Travel:	\$0		
<b>CAPITAL EQUIPMENT</b>	\$0		\$0
<b>SUPPLIES</b> (communications, professional services, office supplies)	\$0		\$0
<b>CONTRACTUAL</b>	\$0		\$0
<b>OTHER</b> (facilities, continued education)	\$0		\$0
<b>TOTAL DIRECT</b>	\$0	\$0	\$0
<b>TOTAL INDIRECT</b> @ XX% of Direct Expenses (or describe method):	\$0	\$0	\$0
<b>TOTAL:</b>	\$0	\$0	\$0
<b>Date, Name and Phone Number of person who prepared budget.</b>			
Notes:			
<ul style="list-style-type: none"> <li>• The budget total should reflect the total amount in the most recent Notice of Grant Award.</li> <li>• The budget in each category should reflect the total amount in that category for that line item in your submitted budget.</li> </ul>			

**Public Health Emergency Preparedness  
Equipment Inventory List**

To be completed for all major equipment or property acquired or furnished with Public Health Emergency Preparedness funding for the reporting year with a unit acquisition cost of \$5,000 or more.

Equipment Location:

Completed by:

Phone Number:

Item Description	Serial # or Identification Number	Acquisition Date	Purchase Price	% Purchased by Federal Funds

\* in accordance with 45 CFR 74.37 or 45 CFR 92.5  
 Please return the completed form to your Regional Liaison by August 31 of each year.  
 Questions on this form can be directed to Jill Snyder at 971-673-0714 or your Region Liaison.

**ATTACHMENT 2**  
**TO PROGRAM ELEMENT #12**  
**Work Plan Instructions**  
**Oregon HSPR Public Health Emergency Preparedness Program**

FOR GRANT CYCLE: JULY 1, 2016 – JUNE 30, 2017

**DUE DATE**

Proposed work plan will be due on or before August 1. Final approved work plan will be due on or before September 1.

**REVIEW PROCESS**

Your approved work plan will be reviewed with your PHEP liaison by February 15 and August 15.

**WORKPLAN CATEGORIES**

**GOALS:** At least three broad program goals that address gaps and guide work plan activities will be developed.

**TRAINING AND EDUCATION:** List all preparedness trainings, workshops conducted or attended by preparedness staff.

**DRILLS and EXERCISES:** List all drills you plan to conduct and identify at least two exercises annually in accordance with your three-year training and exercise plan. For an exercise to qualify under this requirement the exercise must a.) Be part of a progressive strategy, b.) Involve public health staff in the planning process, and c.) Involve more than one county public health staff and/or related partners as active participants. A real incident involving a coordinated public health response may qualify as an exercise.

**PLANNING:** List all plans, procedures, updates, and revisions that need to be conducted this year in accordance with your planning cycle. You should also review all after action reports completed during the previous grant year to identify planning activities that should be conducted this year.

**OUTREACH AND PARTNER COLLABORATION:** In addition to prefilled requirements, list all meetings regularly attended and/or led by public health preparedness program staff.

**COMMUNITY EDUCATION:** List any community outreach activities you plan conduct that that enhance community preparedness or resiliency.

**PRE-FILLED ACTIVITIES**

Activities required under the 2016-17 PE-12 are prefilled in the work plan template. Although you may not eliminate any specific requirements, you may adjust the language as necessary to fit your specific planning efforts within the scope of the PE-12.

**COLUMN DESCRIPTIONS**

CDC Cap. #s	DRILLS and EXERCISES Objective	Planned Activity	Date Completed	Actual Outcome	Notes
1	By December 31, 2017, 90% of all health department staff will respond to drill within 60 minutes.	Conduct local call down drill to all staff.	09/15/14	80% of health department staff responded within designated time. Contact information was updated and processes reviewed to improve future compliance.	Did not reach goal, but demonstrated improvement as only 70% of staff responded at last drill.

**CDC CAPABILITY:** Indicate the target capability number(s) addressed by this activity.

**OBJECTIVE:** Use clear and measurable objectives with identified time frames to describe what the LPHA will complete during the grant year.

**PLANNED ACTIVITY:** Describe the planned activity. Where activity is pre-filled you may customize, the language to describe your planned activity more clearly.

**DATE COMPLETED:** When updating the work plan, record date of the completed activities and/or objective.

**ACTUAL OUTCOMES:** To be filled in after activity is conducted. Describe what is actually achieved and/or the products created from this activity.

**NOTES:** For additional explanation.

**INCIDENTS AND RESPONSE ACTIVITIES:** Explain what incidents and response activities that occurred during the 2016-2017 grant cycle. If an OERS Number was assigned, please include the number. Identify the outcomes from the incident and response activities, include date(s) of the incident and action taken.

**UNPLANNED ACTIVITY:** Explain what activities or events occurred that was not described when work plan was first approved. Please identify outcomes for the unplanned activity, include date(s) of occurrence and actions taken.



**\_\_\_Public Health Preparedness Program**

Goal 1: Current HHS staff will receive ICS training appropriate for identified response role and responsibilities

Goal 2:

Goal 3:

**Ongoing and Goal Related PHEP Program Work**

**Training and Education**

CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
3	<p><b><i>This is an example</i></b>                      By June 30, 2017, 75% of the identified HHS staff will complete the basic ICS training including NIMS 700 and IS-100.  <b><i>Goal 1.</i></b></p>	<p><i>September Staff meeting, all preparedness related training requirements/expectations reviewed. Explain the identified trainings--NIMS 700, NRF 800, IS-100 and IS-200 and who is to take these courses by the established time frames.</i></p>	<p><i>9/15/2017</i></p>	<p><i>20 of 30 HHS staff identified as needing 700, 800, and 100 completed the trainings by the end of December 2017.</i></p>	<p><i>Identified staff completed 700 and 800 series training online prior to December class.</i></p>
		<p><i>December 15, 2017, first classroom training.</i></p>	<p><i>12/15/2017</i></p>		
		<p><i>March 18, 2017, second classroom training.</i></p>	<p><i>3/18/2016</i></p>	<p><i>Five management staff completed IS-200 on March 18, 2017.</i></p>	
		<p><i>May 12, 2017, third classroom training.</i></p>	<p><i>5/12/2017</i></p>	<p><i>Remaining 10 staff completed 700, 800, and 100 trainings on May 12, 2017.</i></p>	
		<p><i>PHEP coordinator will update all training records by 6-30-2017.</i></p>	<p><i>6/15/2017</i></p>	<p><i>Trainings records updated on June 15, 2017</i></p>	

<p>3, 4, 6, 7, 8, 9, 11, 12 and 13</p>	<p><i>This is an example</i> By June 30, 2017, 75% of the HHS staff will identify three individual expectations and three organizational expectations required during an emergency response. <b>Goal 1.</b></p>	<p><i>PHEP coordinator will work with management staff to determine staff training expectations by job classification.</i></p>	<p>9/1/2017</p>	<p><i>Met with management staff on September 1, 2017.</i></p>	
		<p><i>By October 31, 2017, PHEP coordinator will develop comprehensive emergency preparedness training and exercise plan (TEP) for the organization, both minimum and developmental training.</i></p>	<p>10/29/2017</p>	<p><i>Met with Emergency Management and other partners to develop TEP on 9/17/15. Sent TEP to Liaison on 10/29/15.</i></p>	
		<p><i>PHEP Coordinator will develop a presentation for staff for orienting them to the organization's expectations, individual expectations and emergency response plans and procedures.</i></p>	<p>9/15/2017</p>	<p><i>Presentation developed and gave to staff on 9/15/15</i></p>	
		<p><i>PHEP Coordinator will present organization's expectations, individual expectations, and emergency response plans and procedures overview at All Staff meeting.</i></p>	<p>9/15/2017</p>		
		<p><i>Give a quiz to all staff by February 17, 2017 on the presentation provided in September on expectations and response plan.</i></p>	<p>2/17/2017</p>	<p><i>82% of the staff responded to quiz. 73% did demonstrated retained knowledge on the expectations for the organization and the individual.</i></p>	

Drills and Exercises					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Planning					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcomes	Notes
Outreach and Partner Collaboration					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
Community Education					
CDC Cap. #s	Objectives	Planned Activities	Date Completed	Actual Outcome	Notes
INCIDENT AND RESPONSE ACTIVITIES					
CDC Cap. #s	Incident Name/OERS #		Date(s)	Outcomes	Notes
UNPLANNED ACTIVITY					
CDC Cap. #s	Activity		Date(s)	Outcomes	Notes

CDC Cap. #s	FISCAL/ADMINISTRATIVE	Due Dates	Notes
n/a	Participate in Triennial program review process with OHA staff. <i>PE-12.3.f.i.</i>		Dates TBD by OHA
n/a	Develop annual work plan. <i>PE-12.3.b, PE-12.4.d.i-vii.</i>	09/01/15	Proposed draft work plan due to Liaison by 8/1/15. Final work plan due 9/1/15.
n/a	Participate in mid-year work plan review with liaison. <i>PE-12.3.f.</i>	02/15/16	
n/a	Participate in year-end work plan review with liaison. <i>PE-12.3.f.</i>	08/15/16	
n/a	Submit annual proposed budget to liaison for period July 1 to June 30. <i>PE-12.3.g.</i>	08/01/15	
n/a	Submit actual expense-to-budget report to liaison for the period of July 1 through Dec. 31. <i>PE-12.3.g.</i>	02/15/16	
n/a	Submit annual actual expense-to-budget report to liaison for the period of July 1 through June 30. <i>PE-12.3.g.</i>	09/15/16	
CDC Cap. #s	TRAINING and EDUCATION	Due Date	Notes
1 3	Update multi-year training and exercise plan (MYTEP). <i>PE-12.4.h.i-vi.</i>	10/31/15	Draft due date may be established by liaison.
1 3	Ensure staff and supervisors responsible for public health emergency planning and response roles are trained for respective roles. <i>PE-12.4.h and CLHO Minimum Standards</i> <b>[Relevant details from your multi-year training and exercise plan should be described in Notes column.]</b>		
1 3 6	Ensure that local HAN users complete training necessary for user level. <i>PE-12.4.g.ii.</i>	06/30/16	



CDC Cap. #s	DRILLS AND EXERCISES	Due Date	Notes
3 4 6	Participate in statewide ESF-8 tactical communications exercises. <i>PE-12.4.f.</i>		
	EXERCISE 1: <b>[Define in Notes column.]</b> <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison for approval in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.vi.</i>		
	EXERCISE 2: <b>[Define in Notes column.]</b> <i>PE-12.4.h.iv.(a)-(d).</i>		
n/a	Submit exercise scope to liaison for approval in advance of exercise. <i>PE-12.4.h.v.</i>		
3	Submit AAR/IP to liaison within 60 days of exercise completion. <i>PE-12.4.g.iii., PE-12.4.h.v.</i>		
CDC Cap. #s	PLANNING	Due Date	Notes
1	Complete annual public health preparedness capabilities survey. <i>PE-12.4.b.</i>	08/15/15	
1-15	Review and update public health plans and MOUs every 5 years. <i>PE-12.4.j, OAR104-01000-005(3)</i>		
1 3	Maintain knowledge of and participate in development or revisions of county emergency operations plan. <b>[Describe specific activities in Notes column and work plan, if applicable.]</b> <i>CLHO Minimum Standard 2.1</i>		
1	Maintain or develop written policies and procedures that describe the role and responsibilities of LPHA staff when responding to a public health emergency including disease outbreaks and environmental emergencies. <b>[Describe specific activities in Notes column and work plan.]</b> <i>CLHO Minimum Standard 2.1</i>		

1 6	Maintain policies and procedures for reporting emergencies. <i>CLHO Minimum Standard 2.1</i>	ongoing	
<b>CDC Cap. #s</b>	<b>OUTREACH AND PARTNER COLLABORATION</b>	<b>Due Date</b>	<b>Notes</b>
6	Participate in monthly preparedness calls for LPHA/Tribes. <i>PE-12.4.a.iv</i>	ongoing	First Tuesday of every month, 1 to 2 p.m.
1-15	Attend annual OHA or OEM conference. <b>[Describe specific conference(s) attending in Notes column.]</b> <i>PE-12.4.a.i.</i>		
1 6	Participate in regional healthcare preparedness coalition meetings. <i>PE-12.4.a.iii.</i>	ongoing	Dates established by HPP Liaison.
	HAN: Identify a HAN Administrator to facilitate all local HAN access, issues, user groups, and trainings - excluding hospitals and tribes. <i>PE-12.4.g.</i>		
1 3	HAN: (1 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
1 3	HAN: (2 of 2) Review local HAN users twice annually to ensure local directory is maintained with appropriate users and roles. <i>PE-12.4.g.</i>		
3 4 13	Maintain 24/7 health department telephone contact capability. <i>PE-12.4.f.</i>	ongoing	
1 3 6	Maintain partnerships with local emergency management, medical examiner, and public safety agencies. <b>[List the scheduled meetings with partners in Notes column and other activities in work plan.]</b> <i>CLHO Minimum Standard 2.1</i>		
<b>CDC Cap. #s</b>	<b>COMMUNITY EDUCATION</b>	<b>Due Date</b>	<b>Notes</b>
3 4	Maintain ability to inform citizens of actual and potential health threats. <b>[Describe activities in Notes column and in work plan.]</b> <i>CLHO Minimum Standard 2.1</i>		

### ATTACHMENT 3 TO PROGRAM ELEMENT #12

#### **Recommended Plans for Public Health**

- Emergency Support Function (ESF) #8 – Public Health and Medical Services
  - Includes but not limited to:
    - Public Health actions during response and recovery phases
    - Medical Services/EMS actions during response and recovery phases
    - Behavioral/Mental Health actions during response and recovery phases
  - Is an appendix to the County Emergency Operations Plan (EOP)
  - Coordinated in conjunction with Emergency Management and partners
  - Is not an exclusively a public health responsibility. Public health should be deeply involved in most if not all of the issues included therein, however, and will likely act as the coordinating entity for ESF-8. This is something that must be worked out locally in coordination with local emergency management and with EMS, mental health services, health care providers and chief elected officials.
- All-Hazards Base Plan
  - Functional Annexes, including Hazard Specific Annexes, includes but not limited to:
    - Medical Countermeasure Dispensing and Distribution Plan
    - Emerging Infectious Diseases
    - Chemical Incidents
    - Influenza Pandemic
    - Climate Change
    - Weather / natural disasters - floods, earthquake, wildfire
  - Support Annexes, includes but not limited to:
    - Inventory Management Operations Guide
    - Continuity of Operations Plan (COOP)
    - Information and Communication Plan
    - Volunteer Management
  - Appendices, includes but not limited to:
    - Public Health and Partner Contact Information
    - Public Health Incident Command Structure
    - Legal Authority
    - Job Action Sheets

#### **Sustaining Public Health Emergency Preparedness Program**

- Maintain Multi-Year Training and Exercise Plan (MYTEP)
- Public Health agency participates or performs in two exercises per year
- Complete After Action Report/Improvement Plans (AAR/IP) sixty days after each exercise
- Apply identified improvement plan items to future exercises and work plans
- Coordinate with partners including Emergency Management, Tribal and Healthcare partners
- Attend Healthcare Preparedness Program (HPP)/Healthcare Coalition meetings
- Conduct 24/7/365 testing with Public Health personnel
- Test HAN on a regular basis
- Document meetings with partners including minutes and agendas
- Collaborate and provide public health information for the Hazard Vulnerability Assessment (HVA) process
- Ensure current Access and Functional Needs populations data is current in plans

**Resources****State:**

- Oregon Conference of Local Health Officials Minimum Standards  
[http://www.oregonclho.org/uploads/8/6/1/7/8617117/draft\\_minimum\\_standards\\_for\\_local\\_public\\_health\\_departments.pdf](http://www.oregonclho.org/uploads/8/6/1/7/8617117/draft_minimum_standards_for_local_public_health_departments.pdf)
- Public Health Emergency Preparedness Triennial Review  
<http://public.health.oregon.gov/ProviderPartnerResources/LocalHealthDepartmentResources/Pages/lhd-trt.aspx>
- Health Security, Preparedness and Response <http://public.health.oregon.gov/Preparedness/Pages/index.aspx>
- Oregon ESSENCE  
<http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/PreparednessSurveillanceEpidemiology/essence/Pages/index.aspx>
- Oregon Web Links <https://public.health.oregon.gov/Preparedness/Partners/HealthAlertNetwork/Pages/weblinks.aspx>
- Secure HAN Login <https://oregonhealthnetwork.org>
- State Emergency Registry of Volunteers in Oregon (SERV-OR) <https://serv-or.org>
- Public Health Preparedness Capability Surveys  
<https://orassessment.ene.com/Login.aspx?ReturnUrl=%2fdefault.aspx>
- Oregon Emergency Management (OEM) <http://www.oregon.gov/omd/oem/Pages/index.aspx>
- OEM OpsCenter <https://oregonem.com/opscenter/Login.aspx?ReturnUrl=%2fopscenter>
- OEM Emergency Support Functions  
<http://www.oregon.gov/OMD/OEM/docs/ESF%20Realignment%20Issue%20Paper.pdf>

**Federal:**

- CDC Public Health Preparedness Capabilities: National Standards for State and Local Planning  
<http://www.cdc.gov/phpr/capabilities/>
- CDC Division of Strategic National Stockpile (DSNS) <http://www.cdc.gov/phpr/stockpile/stockpile.htm>
- CDC Office of Public Health Preparedness and Response <http://www.cdc.gov/about/organization/ophpr.htm>
- CDC Public Health Preparedness <http://emergency.cdc.gov/>
- FEMA National Preparedness Resource Library, including Emergency Support Functions  
<http://www.fema.gov/national-preparedness-resource-library>
- FEMA Core Capabilities <https://www.fema.gov/core-capabilities>
- FEMA Comprehensive Preparedness Guides <https://www.fema.gov/plan>

**Other:**

- Association of State and Territorial Health Officials <http://www.astho.org/Programs/Preparedness/>
- Public Health Accreditation Board (PHAB) <http://www.phaboard.org/>
- National Association of City and County Health Officials (NACCHO)  
<http://www.naccho.org/topics/emergency/>
- Public Health Incident Command Structure <http://www.ualbanycphp.org/pinata/phics/>
- Public Health Preparedness <http://www.phe.gov/preparedness/Pages/default.aspx>
- Medical Reserve Corps (MRC) <https://www.medicalreservecorps.gov/HomePage>



## Attachment C

### Program Element #41: Reproductive Health Program

1. **General Description.** Reproductive health services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health (RH) Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
2. **Definitions Specific to the Reproductive Health Program.**
  - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
  - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
  - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
  - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act to provide reproductive health services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
  - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
  - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects (formerly the *Title X Program Guidelines for Project Grants for Family Planning Services*) revised in 2014 and published by the Office of Population Affairs, Office of Family Planning.
3. **Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including but not limited to 42 USC 300 et.seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Program Requirements for Title X Funded Family Planning Projects, OPA Program Policy Notices (PPN), and the Reproductive Health Program Manual.
  - a. **Title X Program Requirements.** LPHA must comply with the revised Federal Program Requirements for Title X Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
    - (1) Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide reproductive health services to the public.  
**Citation 42 CFR 59.5 (b)(3)**
    - (2) Provide a broad range of contraceptive methods as required in the Federal Title X Requirements and as defined in the Reproductive Health Program Manual (Section A6).  
**Citation 42 CFR 59.5 (a)(1)**
    - (3) Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.  
**Citation 42 CFR 59.5 (b)(3)**

- (4) Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.

**Citation 42 CFR 59.11**

- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X requirements and MMWR Providing Quality Family Planning Services (QFP).
- c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules. **Citation OAR 855-043-0700 to 855-043-0750.**
- d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs. **Citation 42 CFR 59.5 (b) (8)**
- e. Each sub-recipient must appoint a Reproductive Health (RH) Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends trainings and meetings provided by the RH Program and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. **Reproductive Health Program Manual (Section A1).**
- f. **Data Collection.**
  - (1) LPHA must collect and submit client data to OHA through Ahlers and Associates using the clinic visit record (CVR) for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
  - (2) LPHA must collect and submit to OPA all required Data Reports which may include information on outreach and enrollment activities and/or other data required to better understand changing trends within the Title X provider network.

**4. Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this Agreement, LPHA shall submit to OHA the following written reports:

- a. **Annual Plan for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
- b. **Oregon Health Authority Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 8 of this Agreement.

**5. Program Income.**

- a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of reproductive health services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709. **Citation 42 CFR 59.5 (a) (7) and (a) (8)**
- b. **Fees.** Any fees collected for reproductive health services shall be used only to support the LPHA's Reproductive Health Program. **Citation 45 CFR 74.21, 74.24, 92.20, 92.25**

- c. **Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing reproductive health services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.

**Citation 45 CFR 74.21, 74.24, 92.20, 92.25**

- 6. **Subcontracting.** If LPHA chooses to subcontract all components of reproductive health services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.
  - a. LPHA may sub-contract with another Title X grantee or sub-recipient within the same service area for the provision of Title X Family Planning services. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.
  - b. LPHA may sub-contract with a non-Title X sub-recipient of OHA within the same service area but must provide all necessary training to ensure that said sub-contractor is fully knowledgeable of Title X program requirements. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.
  - c. LPHA must ensure that at least 90% of allocated funds are made available to the sub-contracted agency providing the direct services. Ten percent of the funds awarded for reproductive health services may be retained for indirect costs by the LPHA, incurred for the purposes of training and monitoring sub-contractor as specified above.
  - d. LPHA must assure that all requirements of this Program Element are met.

## Attachment D

### Program Element #43: Public Health Practice (“PHP”) – Immunization Services

1. **Description.** Funds provided under this Financial Assistance Agreement for this Program Element may only be used in accordance with and subject to the restrictions and limitations set forth below, to provide Immunization Services in LPHA’s Service Area “Immunization Services”. All changes to this Program Element 43 are effective upon receipt of grant award. Use of any fees collected for purpose of Immunization Services will be dedicated to and only used for payment of such services.

Immunization services are provided in the community to prevent and mitigate vaccine-preventable diseases for all people by reaching and maintaining high lifetime immunization rates. Immunization Services include population-based services including public education, enforcement of school immunization requirements, and technical assistance for healthcare providers that provide vaccines to their client populations; as well as vaccine administration to vulnerable populations with an emphasis on ensuring access and equity in service delivery.

2. **Definitions Specific to Immunization Services.**

- a. **ALERT IIS:** OHA’s statewide immunization information system.
- b. **Assessment, Feedback, Incentives, & eXchange or AFIX:** A continuous quality improvement process developed by CDC to improve clinic immunization rates and practices.
- c. **Billable Doses:** Vaccine doses given to individuals who opt to pay out of pocket or are insured for vaccines.
- d. **Case-management:** An individualized plan for securing, coordinating, and monitoring disease-appropriate treatment interventions.
- e. **Centers for Disease Control and Prevention or CDC:** Federal Centers for Disease Control and Prevention.
- f. **Clinical Immunization Staff:** LPHA staff that administer immunizations or who have authority to order immunizations for patients.
- g. **Delegate Addendum:** A document serving as a contract between a LPHAs and an outside agency agreeing to provide Immunization Services under the umbrella of the LPHA. The Addendum is signed in addition to a VFC Public Provider Agreement and Profile.
- h. **Delegate Agency:** An immunization clinic that is subcontracted with the LPHA for the purpose of providing Immunization Services to targeted populations.
- i. **Deputization:** The process that allows Federally Qualified Health Centers (FQHC) and Rural Health Clinics (RHC) to authorize local health departments (LHDs) to vaccinate underinsured VFC-eligible children.
- j. **Electronic Health Record (EHR) or Electronic Medical Record (EMR):** a digital version of a patient’s paper medical chart.
- k. **Exclusion Orders:** Legal notification to a parent or guardian of their child’s noncompliance with the School/Facility Immunization Law.
- l. **Forecasting:** Determining vaccines due for an individual, based on immunization history and age.
- m. **HBsAg Screening:** Testing to determine presence of Hepatitis B surface antigen, indicating the individual carries the disease.



- n. **Oregon Vaccine Stewardship Statute:** State law requiring all VFC-enrolled providers to:
    - (1) Submit all vaccine administration data, including dose level eligibility codes, to ALERT IIS;
    - (2) Use ALERT IIS ordering and inventory modules; and
    - (3) Verify that at least two employees have current training and certification in vaccine storage, handling and administration, unless exempt under statute.
  - o. **Orpheus:** An electronic communicable disease database and surveillance system intended for local and state public health epidemiologists and disease investigators to manage communicable disease reporting.
  - p. **Public Provider Agreement and Profile:** Signed agreement a between OHA and LPHA that receives State-Supplied Vaccine/IG. Agreement includes clinic demographic details, program requirements and the number of patients vaccinated.
  - q. **Section 317:** Funding that provides no cost vaccine to individuals who meet eligibility requirements based on insurance status, age, risk factors, and disease exposure.
  - r. **Service Area:** Geographic areas in Oregon served by immunization providers.
  - s. **State-Supplied Vaccine/IG:** Vaccine or Immune Globulin provided by the OHA procured with federal and state funds.
  - t. **Surveillance:** The routine collection, analysis and dissemination of data that describe the occurrence and distribution of disease, events or conditions.
  - u. **Vaccine Adverse Events Reporting System or VAERS:** Federal system for reporting adverse events following vaccine administration.
  - v. **Vaccine Eligibility:** An individual's eligibility for state-supplied vaccine based on insurance coverage for immunization.
  - w. **Vaccines for Children (VFC) Program:** A Federal entitlement program providing no-cost vaccines to children 0 through 18 years who are:
    - (1) American Indian/Alaskan Native; or,
    - (2) Uninsured; or,
    - (3) Medicaid-enrolled; or,
    - (4) Underinsured and are served in Federally Qualified Health Centers (FQHC) or Rural Health Centers (RHC); or,
    - (5) Underinsured and served by LPHAs that have deputization agreements with FQHCs/RHCs.
  - x. **Vaccines for Children Site Visit:** An on-site visit conducted at least every two years to ensure compliance with state and federal VFC requirements.
  - y. **Vaccine Information Statement or VIS:** Federally-required patient handouts produced by CDC with information about the risks and benefits of each vaccine.
3. **Procedural and Operational Requirements:**
- a. **Vaccines for Children Program Enrollment.** LPHA must maintain enrollment as an active VFC Provider. If LPHA contracts out for clinical services, LPHA must ensure that contractor maintains enrollment as an active VFC Provider.
  - b. **Oregon Vaccine Stewardship Statute.** LPHA must comply with all sections of the Oregon Vaccine Stewardship Statute.

**c. Vaccine Management.**

- (1) LPHA must conduct a monthly, physical inventory of all vaccine storage units and will reconcile their inventory in ALERT IIS. Inventories will be kept for a minimum of three years.
- (2) LPHA must submit vaccine orders according to the tier assigned by the OHA's Immunization Program.

**d. Billable Vaccine/IG.**

- (1) LPHA will be billed quarterly by the OHA for billable doses of vaccine.
- (2) OHA will bill the published price in effect at the time the vaccine dose is administered.
- (3) LPHA may not charge or bill a patient more for the vaccine than the published price.
- (4) Payment is due 30 days after the invoice date.

**e. Delegate Agencies.**

- (1) If LPHA has an agreement with other agencies for Immunization Services, LPHA will complete a Delegate Addendum. A new Delegate Addendum must be signed when either of the authorized signers changes or upon request.
- (2) (Quality Assurance only) LPHA must participate in Delegate Agency's biennial VFC compliance site visits with an OHA site visit reviewer.

**f. Vaccine Administration.**

- (1) Vaccines must be administered as directed in the most current, signed version of OHA's Model Standing Orders for Immunizations.
- (2) LPHA must ensure that clinical immunization staff annually view the Epidemiology and Prevention of Vaccine-Preventable Diseases program or the annual update. Both are available as a DVD or a web-on-demand from the CDC's website.,
- (3) In connection with the administration of a vaccine, LPHA must:
  - (a) Confirm that a recipient, parent, or legal representative has read, or has had read to them, the VIS and has had their questions answered prior to the administration of the vaccine;
  - (b) Make the VIS available in other languages or formats when needed (e.g., when English is not a patient's primary language or for those needing the VIS in braille);
  - (c) Provide to the recipient, parent or legal representative, documentation of vaccines received at visit. LPHA may provide a new immunization record or update the recipient's existing handheld record;
  - (d) Screen for contraindications and precautions prior to administering vaccine and document that screening has occurred;
  - (e) Document administration of an immunization using a vaccine administration record or electronic equivalent, including all federally-required charting elements. (Note- ALERT IIS does not record all federally-required elements and cannot be used as a replacement for this requirement);
  - (f) Demonstrate the ability to override a VIS date in their EHR system;

- (g) Comply with state and federal statutory and regulatory retention schedules, available for review at <http://arcweb.sos.state.or.us/doc/recmgmt/sched/special/state/sched/20120011oha-phdrrs.pdf>, or OHA's office located at 800 NE Oregon St, Suite 370, Portland, OR 97232; and
- (h) Comply with Vaccine Billing Standards. See Appendix A to this Program Element.

- g. **Immunization Rates, Outreach and Education.** OHA will provide annually to LPHA their AFIX rates and other population-based county rates. LPHA must, during the state fiscal year, design and implement two educational or outreach activities in their Service Area (either singly or in collaboration with other community and service provider organizations) designed to raise immunization rates. These educational and outreach activities may include activities intended to reduce barriers to immunization, or special immunization clinics that provide vaccine for flu prevention or school children.
- h. **Tracking and Recall.**
  - (1) LPHA must forecast immunizations due for clients requiring Immunization Services using the ALERT IIS electronic forecasting system.
  - (2) LPHA must review their patients on the statewide recall list(s) in the first two weeks of the month and make any necessary demographic or immunization updates.
  - (3) LPHA must cooperate with OHA to recall a client if a dose administered by LPHA to such client is found by LPHA or OHA to have been mishandled and/or administered incorrectly, thus rendering such dose invalid.
- i. **Surveillance of Vaccine-Preventable Diseases.** LPHA must conduct disease surveillance within its Service Area in accordance with the Communicable Disease Administrative Rules, the Investigation Guidelines for Notifiable Diseases, the Public Health Laboratory User's Manual, and the Model Standing Orders for Vaccine, available for review at:
  - <http://public.health.oregon.gov/DiseasesConditions/CommunicableDisease>
  - <http://public.health.oregon.gov/LaboratoryServices>
  - <http://public.health.oregon.gov/PreventionWellness/VaccinesImmunization/ImmunizationProviderResources/Pages/provresources.aspx>
- j. **Adverse Events Following Immunizations.**
  - (1) LPHA must complete and electronically file a VAERS form if:
    - (a) An adverse event following immunization administration occurs, as listed in "Reportable Events Following Immunization", available for review at <http://vaers.hhs.gov/professionals/index#Guidance1>.
    - (b) An event occurs that the package insert lists as a contraindication to additional vaccine doses.
    - (c) OHA requests a 60-day and/or one year follow-up report to an earlier reported adverse event; or
    - (d) Any other event LPHA believes to be related directly or indirectly to the receipt of any vaccine administered by LPHA or others occurs within 30 days of vaccine administration, and results in either the death of the person or the need for the person to visit a licensed health care provider or hospital; and

- (2) Email a copy of the VAERS report number to OHA as soon as possible after filing the VAERS report.

**k. Perinatal Hepatitis B Prevention, Screening and Documentation**

LPHA must provide case-management services to all confirmed or suspect HBsAg-positive mother-infant pairs identified by LPHA or OHA in LPHA's Service Area.

Case management will be performed in accordance with the Perinatal Hepatitis B Prevention Program Guidelines posted on the OHA website at

<https://public.health.oregon.gov/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Documents/hepbperi.pdf> and must include, at a minimum:

- (1) Screen for HBsAg status, or refer to a health care provider for screening of HBsAg status, all pregnant women receiving prenatal care from public prenatal programs;
- (2) Work with birthing hospitals within LPHA's Service Area when maternal screening and documentation of hepatitis B serostatus in the Electronic Birth Registration System drops below 95%;
- (3) Work with birthing hospitals within LPHA's Service Area when administration of the birth dose of hepatitis B vaccine drops below 80% as reported in the Electronic Birth Registration System;
- (4) Ensure that laboratories and health care providers promptly report HBsAg-positive pregnant women to LPHA;
- (5) Provide case management services to HBsAg-positive mother-infant pairs to track administration of hepatitis B immune globulin, hepatitis B vaccine doses and post-vaccination serology; and
- (6) Provide HBsAg-positive mothers with initial education and referral of all susceptible contacts for hepatitis B vaccination.

**l. School/Facility Immunization Law**

- (1) LPHA must comply with the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284, available for review at <http://1.usa.gov/OregonSchool>.
- (2) LPHA must take orders for and deliver Certificate of Immunization Status forms to schools and children's facilities located in their jurisdiction. Bulk orders of CIS forms will be provided to the LPHA by the state.
- (3) LPHA must complete an annual Immunization Status Report that contains the immunization levels for attendees of: certified childcare facilities; preschools; Head Start facilities; and all schools within LPHA's Service Area. LPHA will submit this report to OHA no later than 23 days after the third Wednesday of February of each year in which LPHA receives funding for Immunization Services under this Agreement.

**m. Affordable Care Act Grants/Prevention and Public Health Project Grants**

- (1) If one time only funding becomes available, Oregon LPHAs may opt in by submitting an application outlining activities and timelines. The application is subject to approval by the OHA Immunization Program.
- (2) LPHA may on occasion receive mini-grant funds from the Immunize Oregon Coalition. If LPHA is awarded such funds, it will fulfill all activities required to meet the mini-grant's objectives, submit reports as prescribed by Immunize Oregon, and utilize the funds in keeping with mini-grant guidance.



- 4. Performance Measures.** LPHA will meet the following performance measures:
- a. LPHAs that case manage 5 births or more to HBsAg-positive mothers annually will ensure that 90% of babies receive post-vaccination serology by 15 months of age. LPHAs whose post-vaccination serology rate is lower than 90% will increase the percentage of babies receiving post-vaccination serology by at least one percentage point.
  - b. LPHA achieves VFC vaccine accounting excellence in all LPHA-operated clinics in the most recent quarter. Clinics achieve vaccine accounting excellence by:
    - (1) Accounting for 95% of all vaccine inventory in ALERT IIS;
    - (2) Reporting fewer than 5% of accounted for doses as expired, spoiled or wasted during the quarter;
    - (3) Recording the receipt of vaccine inventory in ALERT IIS; and
    - (4) 95% of Primary Review Summary follow-up reports (Sections E-H) are received from schools and children's facilities within 21 days of the annual exclusion day. LPHA will follow the steps outlined in OAR 333-050-0095 with any school or facility that does not submit a follow-up report in a timely manner.
- 5. Terms and Conditions Particular to LPHA's Performance of Immunization Services.**
- a. LPHA must cover the cost of mailing/shipping all Exclusion Orders to parents and to schools, school-facility packets which are materials for completing the annual school/facility exclusion process as required by the Oregon School Immunization Law, Oregon Revised Statutes 433.235 - 433.284 and the administrative rules promulgated pursuant thereto, which can be found at: <http://l.usa.gov/OregonImmunizationLaw>. LPHA may use electronic mail as an alternative or an addition to mailing/shipping if the LPHA has complete electronic contact information for all schools and children's facilities, and can confirm receipt of materials.
  - b. LPHA must participate in State-sponsored immunization conference(s) and other training(s). LPHA will receive dedicated funds for one person from LPHA to attend required conference(s) and training(s). If one staff person's travel expenses exceed the dedicated award (based on State of Oregon per diem rates), the State will amend the LPHA's annual award to cover the additional costs. LPHA may use any balance on the dedicated award (after all State-required trainings are attended) to attend immunization-related conference(s) and training(s) of their choice, or further support activities included in this Program Element.
- 6. Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting requirements set forth in Section 8 of Exhibit E of this Agreement, LPHA must submit the following reports to OHA's Immunization Program:
- a. Vaccine orders must be submitted according to the ordering tier assigned by OHA.
  - b. If LPHA is submitting vaccine administration data electronically to ALERT, LPHA will electronically flag clients who are deceased or have moved out of the Oregon Service Area or the LPHA jurisdiction.
  - c. LPHA must complete and return a VAERS form to OHA if any of the conditions precedent set forth at Section 4.l. of this Program Element occur.
  - d. LPHA must complete and submit an Immunization Status Report as required in Section 4.n. of this Program Element.
  - e. LPHA must submit a written corrective action plan to address any compliance issues identified at the triennial review site visit.

**Appendix A**  
**Billing Health Plans in Public Clinics**  
**Standards**

**Purpose: To standardize and assist in improving immunization billing practice**

*For the purpose of this document, Local Health Department (LHD) will be used to identify the vaccine provider.*

Guiding Principles / Assumptions:

LHDs should be assessing immunization coverage in their respective communities, assuring that vaccine is accessible to all across the lifespan, and billing appropriately for vaccine provided by the LHD.

Health plans should reimburse LHDs for the covered services of their members, with vaccine costs reimbursed at 100%.

LHDs who serve insured individuals should work to develop immunization billing capacity that covers the cost of providing services to those clients (e.g., develop agreements or contracts with health plans, when appropriate, set up procedures to screen clients appropriately, and bill an administration fee that reflects the true cost of services.)

Oregon Immunization Program (OIP) staff and contractors will work with LHDs and health plans to improve contracting/agreement opportunities and billing processes.

Each LHD is uniquely positioned to determine the best methods of meeting both the immunization needs of its community and how to recover the costs of providing services.

OIP will work with appropriate CLHO committees to add the standards to Program Element 43 and negotiate the Tier One implementation date.

The billing standards are designed as tiers, with Tier One activities laying the foundation for more advanced billing capacity in Tiers Two and Three.

## Tier One

The LHD:

- Identifies staff responsible for billing and contracting activities
- Identifies major health insurance plans in the jurisdiction, including those most frequently carried by LHD clients
- Determines an administration fee for Billable clients based on the full cost recovery of services provided and documents how fees were determined
- Charges the maximum allowable vaccine administration fee<sup>1</sup> for all eligible VFC/317 clients and discounts the fee for eligible clients as needed
- Develops immunization billing policies and procedures that address:
  - Strategies to manage clients who are not eligible for VFC or 317 and are unable to meet the cost of immunizations provided
  - The actual cost of administration fees and the adjustments made, if any, to administration fees based on payer, patient age, and/or vaccine eligibility code
  - The purchasing of privately owned vaccine and how fees are set for vaccine charges to the client
  - The appropriate charge for vaccine purchased from OIP, by including a statement that says, “We will not charge more than the OIP-published price for billable vaccine.”
  - Billing processes based on payer type (DMAP/CCOs, private insurance, etc.), patient age, and vaccine eligibility code
  - The appropriate billing procedures for Medicaid-covered adults<sup>2</sup>
  - The appropriate billing procedures for Medicaid-covered children birth through 18 years<sup>3</sup>
  - Is updated annually or as changes occur
- With certain limited exceptions as published in vaccine eligibility charts, uses no federally funded vaccine on insured clients, including adult Medicaid and all Medicare clients<sup>4</sup>
- Implementation will be completed by December 31, 2014.

## Tier Two

In addition to all Tier 1 activities, the LHD:

- As needed, considers developing contracts or other appropriate agreements with relevant payers to assure access to immunization services for insured members of the community
- Fulfills credentialing requirements of contracts/agreements
- Bills private and public health plans directly for immunization services, when feasible, rather than collecting fees from the client and having them submit for reimbursement
- Screens immunization clients to determine amount owed for service at all LHD clinics, including those held offsite
- Devises a plan to implement results of administration fee cost analysis

## Tier Three

In addition to all Tier 1 and Tier 2 activities, the LHD:

- Conducts regular quality assurance measures to ensure costs related to LHD’s immunization services are being covered
- Implements administration charges based on results of the administration fee cost analysis
- Works to assure access to immunizations for Medicare-eligible members of the community and, if access is poor, provides Medicare Part B and/or Part D vaccines, as needed, and bills appropriately to cover the cost

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<sup>1</sup> This fee is determined by the Centers for Medicaid and Medicare Services (CMS) for each state

<sup>2</sup> Uses vaccine eligibility code B for Billable (or L if Locally-owned) and bills DMAP/CCOs for the vaccine and an administration fee that reflects the actual cost of providing immunizations

<sup>3</sup> Uses vaccine eligibility code M for OHP/Medicaid clients and bills DMAP/CCOs an administration fee that does not exceed the CMS allowed amount for the State of Oregon, \$21.96 per injection

<sup>4</sup> Insured clients should be assigned a vaccine eligibility code of B or L

**Attachment E**

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

<b>State of Oregon</b>			<b>Page 1 of 2</b>
<b>Oregon Health Authority Public Health Division</b>			
<b>1) Grantee</b> Name: Clackamas County Health Dept.	<b>2) Issue Date</b> June 15, 2016	<b>This Action</b> ORIGINAL FY2017	
Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017		
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health			440,827
PE 03 TB Case Management			20,038 ( g )
PE 04 Sustainable Relationships for Community Health			95,498 ( j )
PE 05 Health Impact Assessment			
PE 07 HIV Prevention Services			99,559 ( i )
PE 12 Public Health Emergency Preparedness			
PE 13 Tobacco Prevention & Education			228,108
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES			854,044 ( b,c )
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES			69,411 ( e,f )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES			23,515 ( a )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES			21,753
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES			35,052
<b>5) FOOTNOTES:</b>			
a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015.			
b) The July-September 2016 grant is \$213,511 and includes \$42,702 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion.			
c) The October-June 2017 grant is \$640,533 and includes \$128,107 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion.			
d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match.			
e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies.			
f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies.			
g) \$2,158 needs to be expended by 12/31/16			
h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds.			
i) \$29,260 must be spent by December 31, 2016			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>





Attachment F

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

PE03 Tuberculosis Services		Revised 05-23-16			
FY17 07/01/16 - 06/30/17		July 1, 2016-Dec 31, 2016		Jan 1, 2017-June 30, 2017	July 1, 2016-June 30, 2017
Federal Award Identification Number(FAIN):	U52PS004708	U52PS004708	N/A		
Federal Award Date:	TBD - approx 12/30/15	TBD - approx 12/30/16	N/A		
Performance Period:	01/01/16 - 12/31/16	01/01/17 - 12/31/17	07/01/16 - 06/30/17		
Federal Awarding Agency:	CDC	CDC	OHA- State General Fund		
CFDA Number:	93.116	93.116	N/A		
CFDA Name:	Tuberculosis Control & Elimination	Tuberculosis Control & Elimination	Tuberculosis Control & Elimination		
Total Federal Award:	\$586,061	586061 - estimated	\$169,380		
Project Description:	Tuberculosis Services	Tuberculosis Services	Tuberculosis Services		
Awarding Official:	Arthur Lusby, alusby@cdc.gov	Arthur Lusby, alusby@cdc.gov	Veda Latin-Green		
Indirect Cost Rate:	17.45%	TBD	N/A		
Research And Development(Y/N):	N	N	N		
Agency/Contractors Name	DUNS	Est Award Amount*	Est Award Amount	Est Award Amount	Total SFY 17 Award
CLACKAMAS	096-992656	\$ 2,158.00	\$ 3,335.00	\$ 14,545.00	\$ 20,038.00

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

PE07 HIV Prevention					
FY17 07/01/16 - 06/30/17		July 1, 2016-Dec 31, 2016		Jan 1, 2017-June 30, 2017	July 1, 2016-June 30, 2017
Federal Award Identification Number(FAIN):	U62PS003642	U62PS003642	N/A		
Federal Award Date:	TBD - approx 12/30/15	TBD - approx 12/30/16	N/A		
Performance Period:	01/01/16 - 12/31/16	01/01/17 - 12/31/17	07/01/16 - 06/30/17		
Federal Awarding Agency:	CDC	CDC	OHA- State General Fund		
CFDA Number:	93.940	93.940	N/A		
CFDA Name:	Comprehensive HIV Prevention Project for Health Departments	Comprehensive HIV Prevention Project for Health Departments	N/A		
Total Federal Award:	\$1,501,572	\$1,501,572	\$555,355		
Project Description:	HIV Prevention	HIV Prevention	HIV Prevention		
Awarding Official:	Shirley K Byrd yuo6@cdc.gov	TBD	Veda Latin-Green		
Indirect Cost Rate:	17.45%	TBD	N/A		
Research And Development(Y/N):	N	N	N		
Agency/Contractors Name	DUNS	Est Award Amount*	Est Award Amount	Est Award Amount	Total SFY 17 Award
CLACKAMAS	096-992656	\$ 29,260.00	\$ 29,260.00	\$ 41,039.00	\$ 99,559.00

2015-2017 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF PUBLIC HEALTH SERVICES

PE 13 HPCDP Tobacco Prevention & Education Program-Counties SFY 17					
<b>Federal Award Identification Number(FAIN):</b>				U58DP005986	
<b>Federal Award Date:</b>				TBD	
<b>Performance Period:</b>				3/29/16-3/28/17	
<b>Federal Awarding Agency:</b>				CDC	
<b>CFDA Number:</b>				93.305	
<b>CFDA Name:</b>				National State Based Tobacco Control Programs	
<b>Total Federal Award:</b>				\$974,609	
<b>Project Description:</b>		Tobacco Ballot Measure 44 (Tobacco Use Reduction Account)	Tobacco Master Settlement Account	Oregon Collaborative Chronic Disease, Health Promotion, and Surveillance Program	
<b>Awarding Official:</b>				TBD	
<b>Indirect Cost Rate:</b>				17.45%	
<b>Research And Development(Y/N):</b>				N	
	<b>Index/Pca</b>	<b>Tobacco Ballot Measure 44</b>	<b>TMSA 50341/52268</b>	<b>Tobacco CDC (Ph 17) 50341/52620</b>	<b>TOTALS</b>
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Total SFY 17 Award</b>	<b>Total SFY 17 Award</b>	<b>Total SFY 17 Award</b>	<b>Total SFY 17 Award</b>
CLACKAMAS	096992656	\$ 227,657	\$ -	\$ 451	\$ 228,108

PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC) - FY17 (July 16 - June 17)					
<b>Federal Award Identification Number(FAIN):</b>		12-3510-0-1-605		12-3510-0-1-605	
<b>Federal Award Date:</b>		10/1/2016		10/1/2017	
<b>Performance Period:</b>		10/01/15-9/30/16		10/01/16-9/30/17	
<b>Federal Awarding Agency:</b>		Department of Agriculture/Food and Nutrition Service		Department of Agriculture/Food and Nutrition	
<b>CFDA Number:</b>		10.557		10.557	
<b>CFDA Name:</b>		Special Supplemental Nutrition Program for Women Infants and Children		Special Supplemental Nutrition Program for Women Infants and Children	
<b>Total Federal Award:</b>		\$24,924,724		TBD	
<b>Project Description:</b>		WIC Program		WIC Program	
<b>Awarding Official:</b>		Debra Whitford Debbie.Whitford@fns.usda.gov		Debra Whitford Debbie.Whitford@fns.usda.gov	
<b>Indirect Cost Rate:</b>		17.45%		17.45%	
<b>Research And Development(Y/N):</b>		N		N	
	<b>Index/PCA</b>	TBD		TBD	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount 2015</b>	<b>July-Sept</b>	<b>Award Amount Oct - June 2016</b>	<b>Total SFY 16 Award</b>
CLACKAMAS	096992656	\$	213,511	\$ 640,533	\$ 854,044

<b>PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC) / BF Peer Counseling- FY17 (July 16 - June 17)</b>				
<b>Federal Award Identification Number(FAIN):</b>	12-3510-0-1-605	12-3510-0-1-605		
<b>Federal Award Date:</b>	4/1/2015	4/1/2016		
<b>Performance Period:</b>	10/01/14-9/30/17	10/01/15-9/30/18		
<b>Federal Awarding Agency:</b>	Deptman of Agriculture/Food and Nutrition Service	Deptman of Agriculture/Food and Nutrition Service		
<b>CFDA Number:</b>	10.557	10.557		
<b>CFDA Name:</b>	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children		
<b>Total Federal Award:</b>	\$844,848	\$817,033		
<b>Project Description:</b>	Breast Feeding Peer Counseling WIC Program	WIC Program		
<b>Awarding Official:</b>	Debra Whitford Debbie.Whitford@fns.usda.gov	Debra Whitford Debbie.Whitford@fns.usda.gov		
<b>Indirect Cost Rate:</b>	17.45%	17.45%		
<b>Research And Development(Y/N):</b>	N	N		
	<b>Index/PCA</b>	TBD	TBD	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount July-Sept 2016</b>	<b>Award Amount Oct - June 2017</b>	<b>Total SFY 17 Award</b>
CLACKAMAS	096992656	\$ 17,353	\$ 52,058	\$ 69,411

<b>PE 41 Reproductive Health - FY17 (July 16 - June 17)</b>			
<b>Federal Award Identification Number(FAIN):</b>	FPHPA106038		
<b>Federal Award Date:</b>	N/A		
<b>Performance Period:</b>	06/30/16-06/29/2017		
<b>Federal Awarding Agency:</b>	DHHS/PHS/PA		
<b>CFDA Number:</b>	93.217		
<b>CFDA Name:</b>	Family Planning Services		
<b>Total Federal Award:</b>	N/A		
<b>Project Description:</b>	Oregon Reproductive Health Program		
<b>Awarding Official:</b>	Robin Fuller, robin.fuller@hhs.gov		
<b>Indirect Cost Rate:</b>	17.45%		
<b>Research And Development(Y/N):</b>	N		
	<b>Index/PCA</b>	50333/TBD	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Initial Award</b>	<b>Total SFY 17 Award</b>
CLACKAMAS	096992656	\$ 23,515.00	\$ 23,515.00

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - CAH GF & Title XIX				
<b>Federal Award Identification Number(FAIN):</b>		05-0305OR5048		
<b>Federal Award Date:</b>		10/1/2016		
<b>Performance Period:</b>		10/1/15-9/30/16		
<b>Federal Awarding Agency:</b>		Title XIX Medicaid Admin		
<b>CFDA Number:</b>		93.778		
<b>CFDA Name:</b>		Medical Assistance Program		
<b>Total Federal Award:</b>				
<b>Project Description:</b>		Medicaid Administration		
<b>Awarding Official:</b>				
<b>Indirect Cost Rate:</b>				
<b>Research And Development(Y/N):</b>		N		
Agency/Contractors Name	Index/Pca	CAH GF	CAH GF(FF Match)	CAH GF
DUNS	Award Amount	Award Amount	Total SFY 17 Award	
CLACKAMAS	096992656	\$ 10,877	\$ 10,877	\$ 21,753

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Title V Flexible				
<b>Federal Award Identification Number(FAIN):</b>		6B04MC29358		TBD
<b>Federal Award Date:</b>		2/11/2016		TBD
<b>Performance Period:</b>		10/01/2015-09/30/2017		10/01/16-9/30/18
<b>Federal Awarding Agency:</b>		DHS/HRSA		DHS/HRSA
<b>CFDA Number:</b>		93.994		93.994
<b>CFDA Name:</b>		MCH Block Grant		MCH Block Grant
<b>Total Federal Award:</b>		\$2,370,092		TBD
<b>Project Description:</b>		Maternal and Child Health Services		Maternal and Child Health Services
<b>Awarding Official:</b>		Sheri Downing-Futrell, sdowning-futrell@hrsa.gov		TBD
<b>Indirect Cost Rate:</b>		10%		10%
<b>Research And Development(Y/N):</b>		N		N
Agency/Contractors Name	Index/Pca	Title V Flex	Title V Flex	Title V Flex
DUNS	Award Amount	Award Amount	Total SFY 17 Award	
CLACKAMAS	096992656	\$ 20,447	\$ 61,340	\$ 81,786

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Title V CAH				
<b>Federal Award Identification Number(FAIN):</b>		6B04MC29358		TBD
<b>Federal Award Date:</b>		2/11/2016		TBD
<b>Performance Period:</b>		10/01/2015-09/30/2017		10/01/16-9/30/18
<b>Federal Awarding Agency:</b>		DHS/HRSA		DHS/HRSA
<b>CFDA Number:</b>		93.994		93.994
<b>CFDA Name:</b>		MCH Block Grant		MCH Block Grant
<b>Total Federal Award:</b>		\$2,370,092		TBD
<b>Project Description:</b>		Maternal and Child Health Services		Maternal and Child Health Services
<b>Awarding Official:</b>		Sheri Downing-Futrell, sdowning-futrell@hrsa.gov		TBD
<b>Indirect Cost Rate:</b>		10%		10%
<b>Research And Development(Y/N):</b>		N		N
Agency/Contractors Name	Index/Pca	Title V CAH	Title V CAH	Title V CAH
DUNS	Award Amount	Award Amount	Total SFY 17 Award	
CLACKAMAS	096992656	\$ 8,763	\$ 26,289	\$ 35,052

PE 42 Maternal And Child Health Programs SFY 17 (July 2016 - June 2017) - Perinatal GF & Title XIX				
<b>Federal Award Identification Number(FAIN):</b>		05-0305OR5048		
<b>Federal Award Date:</b>		10/1/2016		
<b>Performance Period:</b>		10/1/15-9/30/16		
<b>Federal Awarding Agency:</b>		Title XIX Medicaid Admin		
<b>CFDA Number:</b>		93.778		
<b>CFDA Name:</b>		Medical Assistance Program		
<b>Total Federal Award:</b>				
<b>Project Description:</b>		Medicaid Administration		
<b>Awarding Official:</b>				
<b>Indirect Cost Rate:</b>				
<b>Research And Development(Y/N):</b>		N		
	<b>Index/Pca</b>	Perinatal GF	Perinatal GF(FF Match)	Perinatal GF
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total SFY 17 Award</b>
CLACKAMAS	096992656	\$ 5,797	\$ 5,797	\$ 11,593

PE 42 MCH Oregon Mother's Care Title V - SFY17 (July 2016 - June 2017)				
<b>Federal Award Identification Number(FAIN):</b>		6B04MC29358		TBD
<b>Federal Award Date:</b>		2/11/2016		TBD
<b>Performance Period:</b>		10/01/2015-09/30/2017		10/01/16-9/30/18
<b>Federal Awarding Agency:</b>		DHS/HRSA		DHS/HRSA
<b>CFDA Number:</b>		93.994		93.994
<b>CFDA Name:</b>		MCH Block Grant		MCH Block Grant
<b>Total Federal Award:</b>		\$2,370,092		TBD
<b>Project Description:</b>		Maternal and Child Health Services		Maternal and Child Health Services
<b>Awarding Official:</b>		Sheri Downing-Futrell, sdowning-futrell@hrsa.gov		TBD
<b>Indirect Cost Rate:</b>		10%		10%
<b>Research And Development(Y/N):</b>		N		N
	<b>Index/Pca</b>	Title V OMC	Title V OMC	Title V OMC
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>	<b>Award Amount</b>	<b>Total SFY 17 Award</b>
CLACKAMAS	096992656	\$ 3,859	\$ 11,578	\$ 15,438



	<b>PE 50 Title and description: Safe Drinking Water (SDW) Program</b>	
<b>Federal Award Identification Number(FAIN):</b>	98009015	00031216
<b>Federal Award Date:</b>	09/09/15	12/18/15
<b>Performance Period:</b>	07/01/15-07/31/18	10/01/15-09/30/16
<b>Federal Awarding Agency:</b>	EPA	EPA
<b>CFDA Number:</b>	66.468	66.432
<b>CFDA Name:</b>	Capitalization Grants/Drinking Water State	State Public Water System Supervision
<b>Total Federal Award:</b>	\$16,232,300	\$1,611,000
<b>Project Description:</b>	Oregon's Safe Drinking Water Revolving Fund	Public Water System Supervision Program
<b>Awarding Official:</b>	Harold Rodgers @ Rogers.Harold@epa.gov	Harold Rodgers @ Rogers.Harold@epa.gov
<b>Indirect Cost Rate:</b>	17.45%	17.45%
<b>Research And Development(Y/N):</b>	N	N

Agency/Contractors Name	DUNS	Award Amount	Award Amount	Total
CLACKAMAS	096992656	\$ 94,384	\$ 106,182	\$ 200,566

October 6, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of amendment #9 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Provides for an increase in funding from the Oregon Health Authority for the WIC and Emergency Preparedness programs in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #9 increases the funding by \$167,479 for a new Contract maximum value of \$6,226,858.
<b>Funding Source</b>	State of Oregon, Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Strategic Plan Alignment</b>	1. Improved community safety and health 2. Ensure safe, health and secure communities
<b>Previous Board Action</b>	The Board last reviewed and approved this agreement on July 9, 2015, Agenda item 070915-A8
<b>Contact Person</b>	Dawn Emerick, Public Health Director – 503-655-8479
<b>Contract No.</b>	7271-9

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #9 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment increases funding by \$167,479. for WIC and Emergency Preparedness programs in Clackamas County. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents.

This Amendment is effective July 1, 2015 and continues through June 30, 2017. This contract has been reviewed and approved by County Counsel on September 26, 2016.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services

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

**Agreement #148002**

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

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

**RECITALS**

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

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

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

**AGREEMENT**

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

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

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

**APPROVED:**

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

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

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

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Amendment form group-approved by D. Kevin Carlson, Senior Assistant Attorney General, by email on August 31, 2016. A copy of the emailed approval is on file at OCP.*

**OHA PUBLIC HEALTH ADMINISTRATION**

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

**OFFICE OF CONTRACTS & PROCUREMENT (OCP)**

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

**Attachment A**

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

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 2
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045	<b>2) Issue Date</b> July 20, 2016	<b>This Action</b> AMENDMENT FY2017	
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	Previous Award	Increase/ (Decrease)	Grant Award
PE 01 State Support for Public Health	440,827	0	440,827
PE 03 TB Case Management	20,038	0	20,038 ( g )
PE 04 Sustainable Relationships for Community Health	95,498	0	95,498 ( j )
PE 07 HIV Prevention Services	99,559	0	99,559 ( i )
PE 12 Public Health Emergency Preparedness	0	146,812	146,812
PE 13 Tobacco Prevention & Education	228,108	0	228,108
PE 40 Women, Infants and Children FAMILY HEALTH SERVICES	854,044	20,667	874,711 ( b,c,k,l )
PE 40 WIC -- PEER Counseling FAMILY HEALTH SERVICES	69,411	0	69,411 ( e,f )
PE 41 Reproductive Health Program FAMILY HEALTH SERVICES	23,515	0	23,515 ( a )
PE 42 MCH/Child & Adolescent Health -- General Fund FAMILY HEALTH SERVICES	21,753	0	21,753
PE 42 MCH-TitleV -- Child & Adolescent Health FAMILY HEALTH SERVICES	35,052	0	35,052
PE 42 MCH-TitleV -- Flexible Funds FAMILY HEALTH SERVICES	81,786	0	81,786
<b>5) FOOTNOTES:</b> a) The Title X funding may change due to availability of funds and funding formula calculation based on clients served in Fiscal Year 2015. b) The July-September 2016 grant is \$213,511 and includes \$42,702 of minimum Nutrition Education \$11,068 is for Breastfeeding Promotion. c) The October-June 2017 grant is \$640,533 and includes \$128,107 of minimum Nutrition Education \$33,204 is for Breastfeeding Promotion. d) Immunization Special Payments is funded by State General Funds and is matched dollar for dollar with Federal Medicaid Match. e) \$17,353 is the July 1st -- September 30th of 2016 funding to local agencies. f) \$52058 is the October 1st, 2016 -- June 30th 2017 funding to local agencies. g) \$2,158 needs to be expended by 12/31/16 h) \$10,000 is for School Based Health Center Youth Friendly Clinic Grant Funds. i) \$29,260 must be spent by December 31, 2016			
<b>6) Capital Outlay Requested in This Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG. APPROV</b>



State of Oregon Oregon Health Authority Public Health Division		Page 2 of 2	
<b>1) Grantee</b> Name: Clackamas County Health Dept.  Street: 2051 Kaen Road City: Oregon City State: OR Zip Code: 97045		<b>2) Issue Date</b> July 20, 2016	<b>This Action</b> AMENDMENT FY2017
		<b>3) Award Period</b> From July 1, 2016 Through June 30, 2017	
<b>4) OHA Public Health Funds Approved</b>			
Program	Previous Award	Increase/ (Decrease)	Grant Award
PE 42 MCH/Perinatal Health -- General Fund FAMILY HEALTH SERVICES	11,593	0	11,593
PE 42 Babies First FAMILY HEALTH SERVICES	35,384	0	35,384
PE 42 Oregon MothersCare FAMILY HEALTH SERVICES	15,438	0	15,438
PE 43 Immunization Special Payments	88,354	0	88,354 ( d )
PE 44 School Based Health Centers -- BASE FAMILY HEALTH SERVICES	230,956	0	230,956 ( h )
PE 44 School Based Health Centers-Mental Health Expansion FAMILY HEALTH SERVICES	367,500	0	367,500
PE 50 Safe Drinking Water Program	147,475	0	147,475
TOTAL	2,866,291	167,479	3,033,770
<b>5) FOOTNOTES:</b>			
j) State Fiscal Year 2017 funds for Sustainable Relationships for Community Health are for the period July 1st, 2016 through June 30th, 2017. k) \$675 represents the Fresh Fruit and Veggies funds. l) \$19,992 represents one-time funding amount. Funding rate is \$4 per assigned caseload.			
<b>6) Capital Outlay Requested in This Action:</b>			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

<b>PE 12 Public Health Emergency Preparedness Program (PHEP)</b>		
<b>FY17 07/01/16-06/30/17</b>		
<b>Federal Award Identification Number(FAIN):</b>	<b>5 NU90TP000544-05-00</b>	
<b>Federal Award Date:</b>	<b>6/23/2016</b>	
<b>Performance Period:</b>	<b>07/01/16-06/30/17</b>	
<b>Federal Awarding Agency:</b>	<b>CDC</b>	
<b>CFDA Number:</b>	<b>93.069</b>	
<b>CFDA Name:</b>	<b>Public Health Emergency Preparedness</b>	
<b>Total Federal Award:</b>	<b>\$7,510,978</b>	
<b>Project Description</b>	<b>Public Health Emergency Preparedness (PHEP)</b>	
<b>Awarding Official:</b>	<b>Shicann Phillips, Grants Management</b> <b>770-488-2809</b> <b>IBQ7@cdc.gov</b>	
<b>Indirect Cost Rate:</b>	<b>17.45%</b>	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Award Amount</b>
CLACKAMAS	096-992656	\$ 146,812.00

<b>PE 40 Special Supplemental Nutritional Program for Women, Infants and Children (WIC)- SFY17 (July 16 - June 17)</b>							
<b>Federal Award Identification Number(FAIN):</b>	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	12-3510-0-1-605	
<b>Federal Award Date:</b>	02/01/15	02/01/15	02/01/15	02/01/15	02/01/15	2/1/2016	
<b>Performance Period:</b>	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/15-9/30/16	10/01/16-9/30/17	
<b>Federal Awarding Agency:</b>	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	Department of Agriculture/Food and Nutrition Service	
<b>CFDA Number:</b>	10.557	10.557	10.557	10.557	10.557	10.557	
<b>CFDA Name:</b>	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	Special Supplemental Nutrition Program for Women Infants and Children	
<b>Total Federal Award:</b>	24,924,724	24,924,724	24,924,724	24,924,724	24,924,724	TBD	
<b>Project Description:</b>	WIC Program	WIC Program	WIC Program	WIC Program	WIC Program	WIC Program	
<b>Awarding Official:</b>	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	Debra Whitford Debbie.Whitford@fn.s.usda.gov	
<b>Indirect Cost Rate:</b>	17.45%	17.45%	17.45%	17.45%	17.45%	17.45%	
<b>Research And Development(Y/N):</b>	N	N	N	N	N	N	
<b>Agency/Contractors Name</b>	<b>DUNS</b>	<b>Prior Award Amount July-Sept 2016</b>	<b>Fresh Fruit &amp; Veggies Grant</b>	<b>One-time funding, \$4/assigned CL</b>	<b>New Award Amount July-Sept 2016</b>	<b>Award Amount Oct 2016 - June 2017</b>	<b>Total SFY 17 Award</b>
CLACKAMAS	096992656	\$ 213,511	\$ 675	\$ 19,992	\$ 234,178	\$ 640,533	\$ 874,711



October 6, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Board Order Establishing  
A Restriction on Thru Truck Traffic on Salmonberry Drive

<b>Purpose/Outcome</b>	Establish a restriction on thru truck traffic, with an exemption for local deliveries, on Salmonberry Drive, RD 31062
<b>Dollar Amount and Fiscal Impact</b>	The cost of installing weight limit signs and additional enforcement would be minimal
<b>Funding Source</b>	DTD – Transportation Maintenance would be responsible for the signing costs. DTD – Transportation Safety and the Sheriff’s Office would be responsible for the enforcement of the traffic restriction.
<b>Duration</b>	Effective October 6, 2016 through October 6, 2018
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. To provide services to the traveling public so they can travel safely on a well-maintained County transportation system.</li><li>2. By 2019, 120 additional miles of county roads will be improved to ‘good to excellent’ status, a nine percent increase from 2014.</li></ol>
<b>Contact Person</b>	Warren Gadberry, 503-650-3988

**BACKGROUND:**

Salmonberry Drive is located outside of Oregon City off of South End Road. It is a local road with a pavement condition index of about six. It is in poor condition now and currently services local residents and some delivery trucks. Construction has become active in the area, with heavy vehicles using Salmonberry Drive as their route to get to the job sites.

In order to protect this road, the Transportation Maintenance Division is requesting that a restriction on thru truck traffic be posted on Salmonberry Drive in order to restrict heavy vehicles. Local deliveries would be specifically exempted from this restriction. The attached Board Order was reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends the Board approve this Board Order implementing a new thru truck traffic restriction for Salmonberry Drive.

Respectfully submitted,

Randall A. Harmon  
Transportation Operations Manager  
DTD Transportation Maintenance Division

In the Matter of Establishing  
A Restriction on Thru Truck Traffic  
On Salmonberry Drive, RD 31062

Order No.

This matter coming regularly before the Board of County Commissioners, and it appearing that the Board, pursuant to ORS 810.030, as the road authority may impose restrictions on the operation of certain kinds of vehicles on county roads outside the boundaries of an incorporated city when it determines that the restriction is necessary to protect any county road or section of county road from being unduly damaged, or where necessary to protect the interest and safety of the general public; and

It further appearing to the Board that imposing a restriction on thru truck traffic on Salmonberry Drive is necessary to protect Salmonberry Drive from being unduly damaged, and is necessary to protect the safety of the general public; and

It further appearing to the Board that truck traffic associated with local deliveries is limited, does not pose a significant risk to the safety of the general public, does not pose a significant risk of causing undue damage to Salmonberry Drive, and should therefore be exempt from the restriction on thru truck traffic; and

It further appearing to the Board that County forces will erect and maintain signs in a conspicuous manner and place at each end of Salmonberry Drive to give notice of the restriction on thru truck traffic being imposed and the exemption for local deliveries.

NOW, THEREFORE, IT IS HEREBY ORDERED that Clackamas County adopt a restriction on thru truck traffic on Salmonberry Drive, with an exemption for local deliveries, and County forces will erect and maintain signs in a conspicuous manner and place to notify the public of said restrictions.

DATED this 6<sup>th</sup> day of October, 2016.

**BOARD OF COUNTY COMMISSIONERS**

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Chair

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Recording Secretary



**SCOTT CAUFIELD, MANAGER**  
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

October 6, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Materials Management Grant Contract with the Oregon Department of Environmental Quality for Improved Food Donation Capacity at the Clackamas Service Center

<b>Purpose/Outcomes</b>	Funds the purchase of refrigeration equipment at the Clackamas Service Center letting them receive more donated food from businesses and partners.
<b>Dollar Amount and Fiscal Impact</b>	Grant maximum value is \$36,000.
<b>Funding Source</b>	Oregon Department of Environmental Quality. No County General Funds are involved.
<b>Duration</b>	Effective on signature of all parties, until termination on October 31, 2017
<b>Previous Board Action</b>	None.
<b>Strategic Plan Alignment</b>	1. Enable businesses and organizations to reduce waste and recover materials for a higher value (in this case food for people in need). 2. Ensure safe, healthy and secure communities.
<b>Contact Person</b>	Eben Polk, Resource Conservation & Solid Waste, DTD – 503-742-4470
<b>Contract No.</b>	DEQ# 107-16

**BACKGROUND:**

The Resource Conservation & Solid Waste (RC&SW) program of the Department of Transportation and Development (DTD) requests approval of a grant agreement with the Oregon Department of Environmental Quality (DEQ). DEQ's materials management grants are intended to help local governments or non-profit partners recover materials for a higher, more valuable use than disposal to a landfill. During the FY 15-16 grant application cycle, grant proposals intended to benefit non-profits required a local government to apply as the recipient and sponsor. This grant will fund the purchase and installation of additional refrigeration equipment at the Clackamas Service Center. This will allow the CSC to accept and provide more edible food to hungry or food-insecure families and individuals, while also helping reduce the incidence of food wasted or disposed to the landfill by grocery stores, restaurants and other food-related businesses.

This agreement has a maximum contract value of \$36,000. County Counsel reviewed and approved of this document on September 20, 2016, contingent on one minor change to the contract, which was made and is reflected in the attached contract. If this grant contract is approved, staff will develop a sub-recipient agreement with the Clackamas Service Center to pass the responsibilities and funding through.



**RECOMMENDATION:**

Staff recommends the Board approve and sign this agreement on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is written in a cursive style with a large initial "E".

Eben Polk, Supervisor  
Resource Conservation & Solid Waste  
Department of Transportation & Development

**Attachments:**

DEQ Materials Management Grant Agreement  
Grant Application – submitted 12/11/15  
Internal Grant Lifecycle Form – approved 12/11/15

**STATE OF OREGON  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
MATERIALS MANAGEMENT GRANT AGREEMENT**

**Project name: Clackamas Service Center Food Donation**

**DEQ Agreement # 107-16**

This Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”), and **Clackamas County** (“Recipient”).

Recipient Data	DEQ Data
Grant Administrator: Eben Polk, Sustainability Supervisor  Recipient: Clackamas County 2051 Kaen Road Oregon City, OR 97045  Phone: 503-742-4470 E-mail: <a href="mailto:epolk@clackamas.us">epolk@clackamas.us</a>  <b>Taxpayer ID: 93-6002286</b>	Grant Administrator: Leslie Kochan, Waste Reduction Specialist  Organization: Department of Environmental Quality 700 N.E. Multnomah St., Suite 600 Portland, OR 97232  Phone: 503-229-5529 E-mail: <a href="mailto:kochan.leslie@deg.state.or.us">kochan.leslie@deg.state.or.us</a>

1. **Effective Date and Duration** This Agreement is effective on the date on which every party has signed it and, when required, it has been approved by the Oregon Department of Justice. Recipient agrees to complete the Project by **August 31, 2017** (“Project Completion Date”). Unless earlier terminated or extended, this Agreement expires on **October 31, 2017** (“Expiration Date”).
2. **Agreement Documents** This Agreement consists of this Agreement with exhibits and Exhibit A, Exhibit B and Exhibit C that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The precedence of the documents comprising this Agreement are in the order listed in the first sentence of this Section 2.
3. **Grant Funds; Match** The maximum, not-to-exceed amount that the DEQ will pay to Recipient hereunder is **\$ 36,000** (“Grant”).
4. **Disbursements; Expenses**
  - (a) This is a cost reimbursement Grant. Disbursements for reimbursement of expenses, including travel and other related expenses, will be made only in accordance with the schedule and requirements contained in Sections 4 and 4A. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be provided for expenses for which reimbursement is claimed and for all match expenses reported. This includes, but is not limited to: documentation of personal services costs and the payment thereof, copies of paid contractor invoices, copies of paid invoices for equipment and receipts for lodging, airfare, car rental and conference registration.  
  
 The availability of Grant moneys under this Agreement and DEQ’s obligation to disburse Grant moneys hereunder shall end on the day (the “Availability Termination Date”) that is the earlier of the Expiration Date or thirty (30) days after the Project Completion Date. Recipient shall not submit any reimbursement requests, and DEQ shall not disburse any Grant moneys after the Availability Termination Date.
  - (b) Recipient may submit invoices no more frequently than monthly for cost reimbursement. Invoices must describe all work performed with particularity, including by whom it was performed and itemize and explain all expenses for which reimbursement is claimed. Invoices (including invoices for match expenditures) must be accompanied by a copy of all receipts for expenses for which reimbursement is being requested and submitted with the Materials Management Grant Agreement Payment Request and Expenditure Report (Exhibit B).  
  
**Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than fifteen days from the close of the fiscal year (July 15).** Invoices must be sent to **Accounting Office, Department of Environmental Quality, 811 SW Sixth Ave, Portland, OR 97204.** Reimbursement requests, together with the supporting documentation (i.e., invoices and proof of payment) are subject to the review and approval of the DEQ Grant Administrator. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements. Invoice payments will be sent to Eben Polk, Clackamas County, 2051 Kaen Road, Oregon City, OR 97045.
- 4A. **Travel and Other Related Expenses** DEQ shall not reimburse recipient for any travel or travel related expenses under this Grant Agreement.

- 5. Recovery of Grant Funds** Any Grant funds disbursed to Recipient under this Agreement that are expended in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient shall return all funds found by DEQ to have been expended in violation of this Agreement no later than fifteen (15) days after DEQ's written demand.
- 6. Recipient's Representations And Warranties** Recipient represents and warrants to DEQ as follows:
- (a) Recipient is a county duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- (b) The making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient, (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Recipient's organic documents and (3) do not and will not result in the breach of, or constitute a default or require any consent under any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.
- (c) This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.
- (d) No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- 7. Conditions Precedent to Each Disbursement** DEQ's obligation to disburse Grant moneys to Recipient hereunder is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (a) Moneys are available in the Solid Waste Tipping Fees Fund ("Fund") to finance the disbursement;
- (b) DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) No default under this Agreement has occurred and is continuing;
- (d) Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- 8. Project** Recipient agrees to complete the Project in accordance with the terms and conditions of this Agreement as described in Exhibit A; provided, however, that if the total amount of the Grant is not available solely because one or more the conditions set forth in Sections 7(a) or (b) are not satisfied, Recipient will not be required to complete the Project..
- 9. Grant Requirements** All equipment and materials purchased with Grant funds made available by this Agreement must be used only for purposes of the same general nature as outlined in this Agreement. **A capital outlay item purchased under this Agreement must be used for the purpose set forth in this Agreement for a minimum of five years, or its rated service life, whichever is shorter. During this period, DEQ reserves the right to recover the equipment or its cash value at any time that Recipient ceases use of the equipment for its intended purpose.**
- Use of Grant funds is expressly prohibited for:
- Disposal site engineering, design, or hydrogeologic study required by a DEQ permit or enforcement action;
  - Costs for which payment has been or will be received under another financial assistance program;
  - Capital expenditures for solid waste planning;
  - License application or permit fees;
  - Ordinary operating expenses of local government that are not directly related to the Project; and
  - Costs incurred for landfill closure.
- 10. Reporting** Recipient shall submit a semi-annual Project Progress Report within 6 months of the start of the grant project and every 6 months thereafter until the submission of a Final Report at the Project's completion as described in Exhibit C. DEQ may withhold payments until it receives and approves the required reports. The reports must be submitted to DEQ's Grant Administrator and may be submitted electronically. All reports must contain the information outlined in Exhibit C. Recipient shall immediately notify DEQ of any developments that significantly impact the activities funded by this Agreement, including any delay or adverse condition that materially impairs Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action Recipient has taken or intends to take to minimize or mitigate the impact and any assistance needed to resolve the situation.
- 11. Records Maintenance and Access** Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and shall maintain any other records pertinent to this Agreement in such manner as to clearly document Recipient's performance. DEQ, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records that are directly pertinent to this Agreement in order to perform audits and examinations and to make excerpts, transcripts and copies. Recipient shall retain and keep accessible all financial records, supporting documents, and all other records related to this Agreement for a minimum of six (6) years after the Project is completed or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
- 12. Compliance with Applicable Law** Recipient will comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work performed under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are

applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) ORS 279A, ORS 279B and ORS 279C, as applicable to the Recipient; (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes; and (xi) all regulations and administrative rules established pursuant to the foregoing laws. Recipient shall also comply with the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540... These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

- 13. Recycled Material Use** Recipient will, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE (as defined in ORS 279A.010(1)(hh)) products, and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
- 14. Indemnity** Recipient shall defend, save, hold harmless, and indemnify the State of Oregon and DEQ and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
- 15. Indemnification by Subcontractors** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (collectively and individually without distinction "Indemnitee") from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 16. Contribution** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a party (the "Notified Party") with respect to which the other party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each party is entitled to participate in the defense of a Third Party Claim and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 16 with respect to the Third Party Claim.

With respect to a Third Party Claim for which DEQ is jointly liable with Recipient (or would be if joined in the Third Party Claim), DEQ shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of DEQ, on the one hand, and of Recipient, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DEQ, on the one hand, and of Recipient, on the other hand, shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DEQ's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if DEQ had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with DEQ (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DEQ in such proportion as is appropriate to reflect the relative fault of Recipient, on the one hand, and of DEQ, on the other hand, in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient, on the one hand, and of DEQ, on the other hand, shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Recipient had sole liability in the proceeding.

## **17. Termination**

(a) This Agreement may be terminated by mutual consent of both parties.

(b) DEQ may terminate this Agreement effective upon written notice to Recipient, or at such later date as may be established by DEQ in such notice, if there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding.

## **18. Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:

(a) Recipient fails to perform, observe or discharge any of its covenants, agreements or obligations contained in this Agreement, including any exhibit attached hereto; or

**(b)** Any representation, warranty or statement made by Recipient herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys or the performance by Recipient, is untrue in any material respect when made; or

**(c)** Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or

**(d)** A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

- 19. Remedies Upon Default** If Recipient's default under Section 18 (a) or (b) is not cured within fifteen (15) days of written notice thereof to Recipient from DEQ or such longer period as DEQ may authorize in its sole discretion, or if there is a default by Recipient under Section 18 (c) or (d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of future Fund awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
- 20. No Implied Waiver, Cumulative Remedies** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law, and DEQ may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 21. Notices** Any notification required under this Agreement shall be in writing, delivered to the DEQ Grant Administrator only by one of the following methods: in-person; U.S. mail, prepaid postage; email.
- 22. Amendments** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended in any manner, except by written instrument signed by both parties (or in the case of a waiver, by the party against whom such waiver is sought to be enforced). Such waiver, alteration, modification, supplement or amendment, if made, is effective only in the specific instance and for the specific purpose given. Recipient must notify DEQ's Grant Administrator in writing no later than forty-five (45) calendar days before the Project Completion Date of any proposed amendments to the Agreement. This Agreement will not be amended after the Expiration Date.
- 23. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DEQ.
- 24. Survival.** All provisions of this Agreement set forth in the following sections, and all other provisions that by their terms are meant to survive, shall survive termination of this Agreement: Sections 5, 9, 11, 14, 15, 16, 23, and 24.
- 25. No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third person unless such person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- 26. Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between DEQ (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY ITS EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- 27. Alternative Dispute Resolution** Recipient and DEQ shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for



administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**28. Captions** The captions or headings in this Agreement are for convenience only and do not define, limit, or describe the scope or intent of any provisions of this Agreement.

**29. Merger Clause** This Agreement (including Exhibits and any attachments) constitutes the entire agreement between the parties regarding the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**EACH PERSON SIGNING THIS AGREEMENT REPRESENT AND WARRANT THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT.** DEQ enters into this Agreement under the authority of Oregon Revised Statutes 190.110 and 459.053(7).

**AGREED BY RECIPIENT:** \_\_\_\_\_ (Date)  
(Recipient)

**AGREED BY DEQ:** \_\_\_\_\_ (Date)  
Wendy Wiles, Environmental Solutions Administrator

\_\_\_\_\_  
Index-PCA-Pjt Mark Brown, Financial Service Manager \_\_\_\_\_ (Date)

**Exhibit A**

<b>OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT AGREEMENT PROJECT DESCRIPTION, BUDGET, AND SCHEDULE; PAYMENT TERMS</b>	
<b>Project Name: Clackamas Service Center Food Donation Expansion</b>	<b>DEQ #: 107-16</b>
<b>Recipient: Clackamas County</b>	

**BACKGROUND**

The Recipient, Clackamas County, supports the expansion of the food donation infrastructure at the Clackamas Service Center (CSC) through the provision of additional staff and refrigerated storage for donated fresh food. This project will result in reduced landfilling of edible food and will provide more fresh wholesome food to Clackamas County residents who are experiencing food insecurity. CSC is a social service provider serving north Clackamas County and far southeast Portland. Each month, CSC provides more than 400 food boxes (each with 20 meals) and 4,000 hot meals to residents. As well as feeding additional residents, this project will prevent the wasting of an additional 15,000 pounds of food per month, and as an effect will reduce the landfilling of food waste and the associated methane gas emissions.

DEQ will reimburse Recipient up to the not to exceed amount in Section 3 – Grant Funds for the actual personal service costs (\$7,500) needed to hire a staff person to coordinate the additional food collection, storage and distribution. DEQ will also reimburse Recipient for the actual cost for walk-in refrigerated storage and refrigerated coolers, not to exceed \$18,500 and \$10,000, respectively as reflected in Section 3 – Grant Funds.

**PROJECT DESCRIPTION**

The Recipient will work with their project partner, CSC, to accomplish the following tasks:

**TASK 1:** Hire a part-time food coordinator.

**TASK 2:** Prepare the site for new refrigerated storage and cooler equipment.

**TASK 3:** Purchase new equipment.

**TASK 4:** Track additional food pounds collected as result of new equipment.

**TASK 5: Progress Reports:** Recipient will submit semi-annual Project Progress Reports to the DEQ within 6 months of start of program and then again every 6 months from the last progress report until the final report is submitted. The report must be submitted by email to DEQ’s Grant Administrator. The report must contain information as outlined on attached Exhibit C and be submitted in a PDF or Microsoft word format.

**TASK 6:** Continue tracking additional food pounds collected

**TASK 7: Final Report:** A Final Report must be submitted by the Recipient to the DEQ Grant Administrator no later than October 31, 2017. The Final Report will contain information as outlined on attached Exhibit C and be submitted in a PDF or Microsoft word format.

**OTHER DISBURSEMENT TERMS**

Eligible expenses incurred by Recipient on or after July 1, 2016 are eligible for reimbursement under this agreement. Eligible expenses include only those expenses related to the salary and associated benefits needed to hire a food coordinator and for refrigerated storage.



**EXHIBIT C**  
**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY MATERIALS MANAGEMENT GRANT**  
**AGREEMENT**  
**PROJECT PROGRESS AND FINAL REPORT REQUIREMENTS**

**Recipient must submit Project Progress Reports to DEQ on the schedule outlined in this Agreement.** The reports must be submitted to DEQ's Project Officer and must be provided electronically in .pdf or Microsoft Word format.

Reports must generally contain brief information on each of the following:

- a. A comparison of actual accomplishments with the goals and objectives established for the reporting period.
- b. Reasons why established goals were not met, if appropriate.
- c. Other pertinent information on progress of the Project.

Recipient must immediately notify DEQ of developments that have a significant impact on activities funded by this Agreement, including delays or adverse conditions that materially impair Recipient's ability to meet the objectives of the Agreement. This notification must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**A Final Report is due to DEQ no later than thirty days prior to the Expiration Date of this Agreement.** The Final Report must include:

1. A comparison of actual accomplishments with the Project goals and objectives as outlined in this Agreement. If a baseline assessment was done, include a description of that process and what was learned. Include a description of project accomplishments not included in the goals and objectives, if applicable.
2. A description of significant problems encountered during Project design and implementation and how these problems resulted in Project changes or expected accomplishments.
3. A description of the most and least successful components of the Project with an explanation of why they were or were not successful.
4. An explanation for significant differences between Project budget and Project expenditures.
5. A discussion of the technical and economic feasibility of others carrying out a similar project. Include recommendations on what should be done differently in managing a similar project.
6. Provide copies of materials related to the Project including brochures, public service announcements, photographs, news clippings, or reports.
7. Provide a final inventory of real property (i.e., land, structures) and equipment purchased, if applicable, with an acquisition cost exceeding \$5,000. Describe what controls are in place to ensure that the property and equipment will be used for purposes authorized by this Agreement.
8. Provide any additional comments, suggestions, or ideas for DEQ's Materials Management Grant Program.

**Payments may be withheld until DEQ receives and approves required reports.**



MARC GONZALES  
DIRECTOR

DEPARTMENT OF FINANCE

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment No. 4 of Contract Documents for Janitorial Services for Clackamas County Facilities with TVW, Inc., dba Tualatin Valley Workshop, Inc.**

<b>Purpose/Outcomes</b>	Renew contracted janitorial services for Clackamas County facilities.
<b>Dollar Amount and Fiscal Impact</b>	Maximum annual contract value is \$1,123,539.00.
<b>Funding Source</b>	Facilities Management budget with funds recovered by location through cost allocation to County departments.
<b>Duration</b>	Effective July 1, 2016, through June 30, 2017, with option of additional one-year renewals upon approval of both parties.
<b>Previous Board Action/Review</b>	Original contract approved on June 18, 2015.
<b>Strategic Plan Alignment</b>	Contractor is a Qualified Rehabilitation Facility (QRF), providing training and employment to disabled persons.
<b>Contact Person</b>	Cory Johnson, Facilities Administrator, 503.557.6422
<b>Contract No.</b>	Not applicable.

**BACKGROUND:**

In 1977, the Oregon State Legislature required State and Local governments to use Qualified Rehabilitation Facilities (QRFs) to perform services without conducting a competitive solicitation. Tualatin Valley Workshop, Inc., (TVW) has been providing janitorial services to Clackamas County facilities since 2008, and currently provides all janitorial services to Clackamas County facilities, except the Sandy Health Clinic.

This Amendment reflects an increase in minimum wages and the removal of three locations from service: the Abernethy Creek Building, the WES Tri-City Modular, and the CSCC Voc Shop.

**RECOMMENDATION:**

Staff recommends the Board approve this contract.

Respectfully submitted,

Marc Gonzales  
Finance Director

Placed on the October 6, 2016 Agenda by the Procurement Division





**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**

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

October 6, 2016

## MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **October 6, 2016**, this Amendment #4 to the contract with TVW Inc. dba Tualatin Valley Workshop, Inc. for **Janitorial Services for Clackamas County Facilities**. This amendment was requested by Cory Johnson, Facilities Management. The original contract amount was \$1,105,576.00. Amendment #1 increased the contract amount by \$12,883.00; Amendment #2 added new language to the contract; Amendment #3 increased the contract amount by \$5,080.00 and included language additions and changes; Amendment #4 renews the contract for one year. The new total annual contract amount is not to exceed \$1,123,539.00. This amendment is in compliance with LCRB Rule C047-0800 and has been reviewed and approved by County Counsel. Funds are available in account line 744-7533 with multiple account lines for fiscal year 2016/2017.

Respectfully Submitted,

Kathryn M. Holder  
Procurement Staff

This Amendment #4 to the Contract for **JANITORIAL SERVICES FOR CLACKAMAS COUNTY FACILITIES** is entered into between **TVW INC. (TUALATIN VALLEY WORKSHOP, INC.)** (“Contractor”) and Clackamas County and it shall become part of the Services Contract entered into between the parties on **June 18, 2015 and as amended by Amendment #1 on October 19, 2015, Amendment #2 on October 14, 2015, and Amendment #3 on September 13, 2016** (“Contract”).

**ADD**

**Section I. Scope**

Renew the Contract for one year. The total annual Contract amount is not to exceed \$1,123,539.00 with a total Contract compensation not to exceed \$2,247,078.00.

**Section VIII. Execution and Counterparts**

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

<b>ORIGINAL CONTRACT</b>	<b>\$1,105,576.00</b>
<b>AMENDMENT #1</b>	<b>\$ 12,883.00</b>
<b>AMENDMENT #2</b>	<b>Language Addition</b>
<b>AMENDMENT #3</b>	<b>\$ 5,080.00 Language Additions/Changes</b>
<b><u>AMENDMENT #4</u></b>	<b><u>\$1,123,539.00</u></b>
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$2,247,078.00</b>

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #4, effective upon the date of the last signature below.

TVW Inc.  
 dba Tualatin Valley Workshop, Inc.  
 6615 SE Alexander Street  
 Hillsboro, OR 97123

Clackamas County

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Chair

\_\_\_\_\_  
 Name / Title (Printed)

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Telephone / Fax Number

APPROVED AS TO FORM

082027-15  
 \*Oregon Business Registry Number

\_\_\_\_\_  
 County Counsel

DNP Oregon  
 Entity Type / State of Formation

\_\_\_\_\_  
 Date

\*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.

DRAFT

Approval of Previous Business Meeting Minutes:

September 8, 2016

(draft minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

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

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

**Thursday, September 8, 2016 – 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 Tootie Smith

**EXCUSED:** Commissioner Martha Schrader

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. CITIZEN COMMUNICATION**

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

1. Arlene Kantor, Lake Oswego – Representing American Cancer Society, Cancer Action Network - spoke in support of Age 21 for tobacco and nicotine products. *(submitted written testimony)*
2. Sarah Kwiat, Lake Oswego – Representing American Cancer Society, Cancer Action Network - spoke in support of Age 21 for tobacco and nicotine products.
3. Collin Kendrick, Milwaukie – Hillside Manor, spoke regarding resident restrictions presented a petition signed by other residents asking for the 1<sup>st</sup> floor restroom be opened to residents.
4. Ann Leenstra, Milwaukie – Hillside Manor, spoke regarding resident restrictions
5. Donna Ryan, Milwaukie – Hillside Manor, spoke regarding resident restrictions.
6. Glenda Lyle, Milwaukie – Hillside Manor, spoke regarding resident restrictions.

Chuck Robbins, Director of the Housing Authority of Clackamas County stated the restroom was closed due to vandalism. It will re-opened in a few weeks once repairs and security measures are complete.

7. Les Poole, Gladstone –spoke regarding land use issues in Damascus and Stafford.
8. Brian Johnson, Gladstone – issues with the construction of the Strawberry Lane overpass.

*~Board Discussion~*

### **II. PUBLIC HEARING**

1. First Reading of **Ordinance No. 04-2016** Amending Chapter 2.07 Compliance Hearings Officer of the Clackamas County Code

Stephen Madkour, County Counsel presented the staff report.

*~Board Discussion~*

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

1. Les Poole, Gladstone – concerned about the safety of individuals going in harm's way.

Chair Ludlow closed the public hearing and asked for a motion to ready by title.

#### **MOTION:**

Commissioner Smith: I move we approve the consent agenda.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Smith: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Ludlow: Aye – the motion passes 4-0 – he asked the Clerk to assign a number and read the ordinance by title only.

*~Board Discussion~*

**MOTION:**

Commissioner Smith: I move we add an emergency clause to Ordinance No. 04-2016.  
Commissioner Savas: Second.  
Clerk calls the poll.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Commissioner Smith: Aye.  
Chair Ludlow: Aye – the motion passes 4-0

Chair Ludlow announced the second reading of the Ordinance will be at the regular scheduled business meeting on September 22, 2016

**III. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion. *~Board Discussion* regarding consent agenda item number C.3 – Commissioner Savas asked that C.3 be removed from Consent for discussion.

**MOTION:**

Commissioner Smith: I move we approve the consent agenda with the exclusion of consent item C.3.  
Commissioner Savas: Second.  
Clerk calls the poll.  
Commissioner Savas: Aye.  
Commissioner Smith: Aye.  
Commissioner Schrader: Aye.  
Chair Ludlow: Aye – the motion passes 4-0.

**\*MOTION:**

Chair Ludlow: I move we approve consent agenda items C.3.  
Commissioner Smith: Second.  
*~Board Discussion ~ including George Marlton, Procurement Manager.*  
Clerk calls the poll.  
Commissioner Smith: Aye.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Chair Ludlow: Aye – the motion passes 4-0.

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

1. Approval of a New Grant Agreement with the National Alliance on Mental Illness of Clackamas County (NAMI), for Continuing the Latino Outreach Project – *Health Centers*
2. Approval of an Agency Service Contract with Cascadia Behavioral Healthcare for Crisis Respite Services – *Behavioral Health*

3. Approval of an Agency Service Contract with Northwest Family Services for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
4. Approval of an Agency Service Contract with Lifeworks Northwest for Evidence-Based Parenting Education Classes – *Children, Youth & Families*
5. Approval of Contract 30732-CC, Modification #2 with Ride Connection, Inc. to Provide Funding for Rides Provided by Members of the Clackamas County Transportation Consortium – *Social Services*

**B. Disaster Management**

1. Approval of Amendment No, 2 to Subrecipient Grant Agreement No. 16-023 with the Department of Forestry, North Cascades District for Fire Prevention Coordination - *Procurement*

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Amendment to the Local Grant Agreement with the Children’s Center of Clackamas County – *District Attorney*

*This item was removed from the consent agenda and had a separate motion/vote.*

- \*3. Approval of an Authorization to Purchase Public Safety Communication Equipment and Service from Motorola Solution Inc. – *CCSO through Procurement*

**D. County Counsel**

1. Approval of an Agreement Conveying Land to ODOT for the OR 213 (82<sup>nd</sup> Ave.): King Rd. - Mt. Scott Creek Bridge Project

**IV. SERVICE DISTRICT NO. 5**

1. **Board Order No. 2016-89** Certifying the 2016-2017 Assessment Roll for Clackamas County Service District No. 5



**V. COUNTY ADMINISTRATOR UPDATE**

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

The following items were signed by Don Krupp, County Administrator during the two week recess/break, August 22<sup>nd</sup> – September 6, 2016 – as authorized by Board Order No. 2016-84:

	<b>DEPARTMENT</b>	<b>ITEM</b>
1	Sheriff's Office	Request by the Clackamas County Sheriff's Office to accept a Safety Belt Grant with the Oregon State Sheriff's Association 10-01-16 – 9-30-17
2	Sheriff's Office	Request by the Clackamas county Sheriff's Office to enter into an intergovernmental Agreement with the Oregon Department of Transportation for Motor Carrier Safety Action Plan Enforcement
3	Assessor's Office <i>Via Procurement</i>	Approval of a Contract with Ron Saunders for Commercial/Industrial Consulting Services for the Department of Assessment and Taxation
4	Dept. of Finance <i>Via procurement</i>	Approval of Amendment No. 7 and Renewal No. 4 to the Contract Documents for Landscape Maintenance Services for Clackamas County with Earthworks Landscape Service Inc.
5	Development Agency <i>Via Procurement</i>	Approval of a Contract with Oregon Underground, Inc. for the Wichita Center Parking Lot Expansion Project
6	Department of Transportation & Development <i>Via Procurement</i>	Approval of a Contract Amendment with Snowfish, Inc. for Outreach and Graphic Design Services

**VI. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOURNED – 12:00 PM**

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



OFFICE OF COUNTY COUNSEL

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

October 6, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Ground Lease with  
Clackamas County Vector Control District

**Stephen L. Madkour**  
County Counsel

**Kathleen Rastetter**  
**Chris Storey**  
**Scott C. Ciecko**  
**Alexander Gordon**  
**Amanda Keller**  
**Nathan K. Boderman**  
**Christina Thacker**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
Assistants

<b>Purpose/Outcomes</b>	Approval of Agreement
<b>Dollar Amount and Fiscal Impact</b>	\$1 rental income
<b>Funding Source</b>	Not applicable
<b>Duration</b>	~10 years
<b>Previous Board Action</b>	Executive Session discussions
<b>Strategic Plan Alignment</b>	Build Public Trust Through Good Government
<b>Contact Person</b>	Chris Storey, Assistant County Counsel

**BACKGROUND:**

Clackamas County Vector Control District (“District”) currently leases ground from Clackamas County (“County”) off Abernathy Road in Oregon City, Oregon (the “Premises”). The District has constructed improvements on the Premises in the form of an administrative building and shops and other leasehold improvements. The District’s current lease expires in October 2016.

The Board of County Commissioners expressed a willingness to continue leasing the Premises to the District for \$1 per year consideration and certain concessions regarding ownership of the improvements at the end of the new lease and clarification of responsibility for future leasehold improvements to the District.

Staff has negotiated a proposed lease consistent with that direction, which is attached. It was reviewed and approved by the District, which adopted it by resolution on September 14, 2016.

**RECOMMENDATION:**

Staff recommends approval of the attached lease with the Clackamas County Vector Control District on the terms and conditions stated therein.

Respectfully submitted,  
Chris Storey  
Assistant County Counsel

**GROUND LEASE BETWEEN**

**CLACKAMAS COUNTY**

**AND**

**CLACKAMAS COUNTY VECTOR CONTROL DISTRICT**

This GROUND LEASE (this “Lease”) is made and entered into on September 14, 2016 (the “Commencement Date”), by and between Clackamas County, a political subdivision of the State of Oregon (“Lessor”), and the Clackamas County Vector Control District, a municipal corporation (“Lessee”).

**RECITALS**

A. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the land described on Exhibit A attached hereto, together with any and all rights, privileges, easements, and appurtenances (collectively, the “Premises”), and the building and improvements on the Premises as described on Exhibit A, together with any and all fixtures, rights, privileges, easements, and appurtenances that may now or exist in the future (collectively, the “Improvements”).

B. Lessor owns the Premises. Lessee owns certain of the Improvements, including the buildings now constructed on the Premises. Lessee owns the right to use the Premises and the Improvements for the term of the Lease.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

**Article 1**

**Premises**

Lessor does hereby demise, lease, and let unto Lessee, and Lessee does hereby take and lease from Lessor, the Premises, including permission for continued use of the Improvements, for the Term (as defined below) and on the rents, conditions, and provisions herein.

## Article 2

### Lease Term

**2.1 Lease Term.** Starting on the Commencement Date, the Premises will be leased for a term of approximately ten (10) years ending on December 31, 2026 (the “Term”), unless earlier terminated pursuant to the terms of this Lease.

**2.2 Early Termination.** Notwithstanding anything in this Lease to the contrary, Lessor may terminate the Lease upon providing Lessee with written notice of intent to terminate at least 120 days prior to Lessor’s desired termination date. However, Lessor shall not require Lessee to vacate the leased property during the “mosquito season,” defined as the period from March 1<sup>st</sup> to September 30<sup>th</sup> of any given year. If the written notice is given during the periods from March 1<sup>st</sup> to May 31<sup>st</sup> of any given year, then this Lease is terminated on October 1<sup>st</sup> of that year. If the written notice is given during the periods from June 1<sup>st</sup> to September 30<sup>th</sup> of any given year, then the terminate date of this Lease is 120 days after the written notice is given.

## Article 3

### Rent

**3.1 Payment of Rent.** Lessee shall pay Lessor rent at the fixed and nonadjustable rate of \$1.00 per year, payable on or before July 1<sup>st</sup> of each year without Lessor’s notice or demand until this Lease expires or is otherwise terminated.

**3.2 Net Lease.** This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Lessor throughout the Term. Lessee will be responsible for paying all costs and expenses relating to the Premises and the Improvements, including any real and personal property taxes, fees, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises and the Improvements. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Lessee is required to pay, as additional rent, all sums, impositions, costs, and other payments that Lessee assumes or agrees to pay in any provision of this Lease. If Lessee fails to make a payment, Lessor will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of the Rent.

## Article 4

### USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

**4.1 Permitted Use.** Lessee may use and occupy the Premises and the Improvements during the Term and shall use the Premises and the Improvements in compliance with all applicable Legal Requirements (as defined in section 4.2 below).

**4.2 Compliance with Legal Requirements.** Lessee shall observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises, or the Improvements or the owners or users of the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Improvements, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises or the Improvements, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term. Lessee will pay all costs of compliance with the Legal Requirements.

“Legal Requirements” means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component hereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

“Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

**4.3 Prohibited Uses.** Lessee shall not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable.

**4.4 No Waste.** Lessee shall not cause or permit any waste, damage, disfigurement, or injury to the Premises or the Improvements, but Lessee may demolish and remove any and all the Improvements on the Premises at Lessee’s own expense and pursuant to and in accordance with the terms of Article 5 below.

## Article 5

### Improvements

**5.1 Construction, Modification, and Demolition of Improvements.** Lessee may, at any time and from time to time during the Term, with the Lessor's prior written consent and at its cost and expense, construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other Improvements of any nature (including excavation, earthmoving, paving, installation of utilities, and all other development activities) pertaining thereto as Lessee. Without limiting the foregoing, Lessee may demolish any Improvements located on the Premises as of the Commencement Date and need not restore the Improvements to its former condition following any such demolition. Construction of any buildings or improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and workmanlike manner, and which shall become part of the Premises at the end of this Lease. Any future construction of a new structure shall require Lessor's prior written consent.

**5.2 Lessor Cooperation.** Lessor shall reasonably cooperate with Lessee in connection with Lessee's construction of any Improvements, including but not limited to executing any applications and other instruments reasonably necessary for construction of the Improvements at Lessee's expense, and further provided that Lessor is not required to pay any application fees or incur any other costs or liabilities in connection with the Improvements.

**5.3 Easements and Dedications.** Lessee and Lessor each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises. Lessor shall, upon request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the Term of this Lease as may be appropriate, necessary, or required by any governmental agency or public utility company for the purpose of granting such easements and dedications.

## Article 6

### Taxes and Utilities

**6.1 Taxes Defined.** As used in this Lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Lessor with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a



part of any “gross receipts” tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

**6.2 Payment of Taxes.** Throughout the Term, Lessee shall pay any Taxes that may be applicable as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Lessee may pay the same in installments as each installment becomes due and payable, but in any event shall do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest.

**6.3 Contesting Taxes.** If Lessee in good faith desires to contest the validity or the amount of any Tax, Lessee may be permitted to do so by giving to Lessor written notice requesting permission to do so before commencement of such contest. If approved, Lessee may contest with respect to the Property and/or the Improvements. Lessor may, at Lessee’s expense (including reimbursement of attorney fees reasonably incurred by Lessor), cooperate with Lessee in any such contest to the extent that Lessee may reasonably request, but Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Lessee, and Lessee shall indemnify and save Lessor harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Lessee under the provisions of this Lease shall belong to Lessee, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time shall be returned to Lessor to the extent previously paid by Lessor.

**6.4 Evidence of Payment.** Promptly after payment, Lessee shall provide Lessor with evidence reasonably satisfactory to Lessor that all Taxes required to be paid by Lessee have been paid.

**6.5 Utilities and Services.** Lessee shall pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Lessee on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date. Lessor shall not be in default hereunder nor be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption will entitle Lessee to terminate this Lease or to abate payment of any portion of Rent due hereunder.

## Article 7

### Insurance

**7.1 Property Insurance.** Both Lessor and Lessee acknowledge that the Premises and the Improvements are located within an area subject to flooding. Lessee, at its cost and expense, shall maintain insurance or a reserve to protect its interest in the Improvements from the hazards of flooding. Lessee shall be responsible to constructing and maintaining bank protection, drainage the flood control improvements on the property to the extent desired by Lessee, so long as such improvements do not exacerbate flooding on the Premises or Improvement, or to neighboring or downstream properties.

**7.2 Liability Insurance.** Lessee, at its cost and expense, shall maintain general liability insurance coverage sufficient to cover liability that may be imposed due to the condition of the premises and the activities conducted thereon. Said coverage may be through self-insurance, through an insurance pool established for the benefit of governmental entities or from a general insurance carrier that meets the requirements set out below.

**7.3 Additional Requirements.** In the event that a policy is obtained from a commercial carrier the carrier(s) shall be a reputable insurance company acceptable to Lessor, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Lessee shall provide Lessor with certificates of insurance concurrently with the execution of this Lease and upon each renewal thereafter to establish that Lessee's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 days advance written notice to Lessor; provided, however, that Lessor may inspect and require full copies of all insurance policies to be provided to Lessor.

## Article 8

### Release and Indemnification

**8.1 Release.** Lessee shall be in exclusive control of the Premises and the Improvements, and Lessor shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or the Improvements or to any property, whether belonging to Lessee or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Premises or the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise; and Lessee hereby releases Lessor from and against any and all liabilities resulting from any such injuries and damages. Lessor acknowledges that it remains responsible for liability to any

third party to the extent that the liability arises from Lessor's gross negligence or willful misconduct that causes damage or injury to persons or property on the Premises.

**8.2 Indemnification.** To the extent it is consistent with the limitations of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7 and except to the extent caused by the gross negligence or willful misconduct of Lessor, Lessee shall indemnify, defend and hold Lessor harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Lessor arising from or related to the activities of the Lessee conducted on the Premises during the term of this Lease.

## Article 9

### Liens

**9.1 No Liens.** Lessee shall not suffer or permit any construction liens to attach to or be filed against any part the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Lessee or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Lessee shall cause the same to be discharged of record within 15 days after the date of its filing by payment, deposit, or bond.

**9.2 Lessor Right to Post Notices.** Lessor may post and keep posted at all reasonable times on the Premises and the Improvements notices of nonresponsibility and any other notices that Lessor desires or is required to post for the protection of Lessor's interest in the Premises and the Improvements from any such lien.

**9.3 No Right to Lien Lessor's Interest.** Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of Lessor, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Lessor's interest in the Premises or against Lessor's interest, if any, in the Improvements. Lessee shall not be an agent for Lessor.

## Article 10

### Repairs and Maintenance

**10.1 Lessee Obligation.** Lessee must maintain, repair and replace the Premises and the Improvements as and when needed so as to keep them clean and in good in good condition and

repair, throughout the entire Term. Lessee's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

**10.2 Lessor Obligation.** Lessor is not required to furnish to Lessee, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Lessee. Lessor is not required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

**10.3 Lessee Environmental Obligations.** Lessee shall take all the responsibilities to environmental issues and damages on the Premises and the Improvements related to its activities.

**10.4 Limited Assignment of Rights.** Lessor shall assign to Lessee, without recourse, any rights that Lessor may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Lessee as a result of the damage.

## **Article 11**

### **Inspection and Access**

Lessor acknowledges that Lessor maintains or has maintained vehicle wash racks and vehicle maintenance facilities and material and chemical storage on adjacent parcels. Lessor may enter onto the Premises and the Improvements at reasonable times during reasonable business hours for the purposes to inspect and take measurements, samples or other activities to access any potential contamination issues and ensure compliance with the terms of this Lease. Nothing in this Lease implies any duty or obligation, however, on Lessor's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Lessor's performance of any work will not constitute a waiver of Lessee's default in failing to perform the same.

## **Article 12**

### **Damage and Destruction**

If any Improvement(s) on the Premises is damaged or destroyed by flood, fire or other casualty, Rent will not abate and Lessee shall promptly determine whether to repair, replace, reconstruct, demolish or abandon the improvement. Lessee shall promptly inform Lessor of it decision and its proposed plan of action. Should Lessee elect to abandon or demolish the damaged Improvement(s) Lessor shall have the right to enter the premises and to reconstruct or repair the damaged Improvement using its own resources and funds, or, upon such other terms as the parties may agree. Should the Lessor concur in the decision of the Lessee to abandon or demolish the damaged Improvement Lessee shall at Lessee's expense clear the remains of the Improvement from the premises unless otherwise directed by Lessor.

## Article 13

### Condemnation

**13.1 Total Taking.** If all the Premises and the Improvements are taken or condemned by right of eminent domain or by purchase in lieu of condemnation (a "Taking"), or if in Lessee's reasonable judgment the Taking of any portion of the Premises or the Improvements renders the portion remaining insufficient and unsuitable to permit the restoration of the Improvements following the Taking, then Lessee may terminate this Lease by providing written notice thereof to Lessor within 30 days after Lessee is notified of the Taking, in which case the Lease will cease and terminate (except those provisions intended to survive the expiration or termination of the Lease) as of the date on which the condemning authority takes possession (any Taking in this section being called a "Total Taking") and Lessee shall vacate the Premises and the Investments within 90 days after Lessee provides the written notice of terminating this Lease.

**13.2 Award for Total Taking.** If this Lease terminates as a result of a Total Taking, the rights and interests of the parties will be determined as follows:

(a) The total award or awards for the Total Taking will be apportioned and paid in the following order of priority:

(i) Lessor will have the right to receive directly from the condemning authority, in its entirety and not subject to any trust, a portion of the award that is defined and referred to as the Land Award (as defined below), and will not be entitled to receive any part of the Land Award. The term "Land Award" means that portion of the award in the condemnation proceeding that represents the fair market value of the Premises and the Improvements, the consequential damage to any part of the Premises that may not be taken; the diminution of the assemblage or plottage value of the Premises not so taken; and all other elements and factors of damage to the Premises; but in all events the damage or valuation will take into consideration that the Premises are encumbered by this Lease.

(ii) Lessee will have the right to receive directly from the condemning authority that portion of the award referred to as the Leasehold Award (as defined below). The term "Leasehold Award" means that portion of the award in the condemnation proceeding that represents the fair market value of Lessee's interest in the Premises and the Improvements and the fair market value of Lessee's leasehold estate as so taken and, if this Lease is not terminated as a result of the Taking.

(iii) It is the intent of the parties that the Land Award and the Leasehold Award will equal the total amount of the awards respecting the Total Taking.

(b) If a court or another lawful authority that is authorized to fix and determine the awards fails to fix and determine, separately and apart, the Land Award and the Leasehold Award, the awards will be determined and fixed by written agreement

mutually entered into by and among Lessor and Lessee, and if an agreement is not reached within 30 days after the judgment is entered in the proceeding, the controversy will be resolved in the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the controversy.

**13.3 Partial Taking and Award for Partial Taking.** If, during the Term, there is a Taking of the Premises or the Improvements, but the Taking is not a Total Taking and not a temporary taking of the kind described in section 13.4, or if a change occurs in the grade of the streets or avenues on which the Premises abuts, this Lease will not terminate but will remain in full force and effect with respect to the portion of the Premises and the Improvements not taken (any Taking or change of grade of the kind described in this section being referred to as a “Partial Taking”), and in that event the total award or awards for the taking will be apportioned and paid in the following order of priority:

- (a) Lessor may receive directly from the condemning authority, in its entirety and not subject to any trust, that portion of the award that equals the Land Award, and Lessee may not receive any part of the award; and
- (b) Lessee, may receive directly from the condemning authority the balance of the award, to be applied by the recipient as it deems appropriate.

**13.4 Temporary Taking.** If there is a Taking of all or a part of the Premises or the Improvements for temporary use, this Lease will continue without change, as between Lessor and Lessee, and Lessee will be entitled to the entire award made for that use. Lessee will also have the right to file and prosecute any claim against the condemnor for damages, and to recover the same, for any negligent use, waste, or injury to the Premises or the Improvements throughout the balance of the then-current Term. The amount of damages so recovered will belong to Lessee.

**13.5 Dispute Resolution.** In the event of any dispute between Lessee and Lessor regarding any issue of fact arising out of a Taking mentioned in this Article, the dispute shall be resolved by the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the dispute.

## **Article 14**

### **Assignment and Subletting**

**14.1 Limitations on Transfers.** Except as permitted under section 14.2 and article 16 below, Lessee shall not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a “Transfer”) without the prior written consent of Lessor. Any attempted Transfer without such prior written consent will be void. Lessor’s consent to a Transfer will in no event release Lessee, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease, nor relieve Lessee from the requirement of obtaining Lessor’s prior written consent to any further



Transfer. Lessor's acceptance of Rent from any other person will not be deemed to be a waiver by Lessor of any provision of this Lease or consent to any Transfer.

**14.2. Assignments Prohibited.** An assignment prohibited within the meaning of this section 14.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise.

## **Article 15**

### **Lessor Mortgages**

**15.1 Lessor Mortgages.** Lessor shall not, at any time, borrow against or encumber its interest in the Premises, or this Lease. Lessee may borrow against the Improvements so long as the term of such debt will end prior to the Term of this Lease, and further that if any claim or security interest is asserted against the Improvements, that Lessee shall not suffer the same but pay fully such debt and remove any claim or security interest on the Improvements fully before the Term of the Lease expires. If Lessor exercises its right of early termination, then Lessee shall be obligated to remove the security interest or other encumbrance prior to the termination date of the Lease as so established.

## **Article 16**

### **Default**

**16.1 Event of Default.** The occurrence of any one or more of the following constitutes an event of default under this Lease:

- (a) Failure by Lessee to pay Rent or any other amount required to be paid by Lessee to Lessor under this Lease within 10 days after written notice of such nonpayment is given to Lessee;
- (b) Failure by Lessee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 days after written notice thereof is given to Lessee;
- (c) Failure by Lessee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within 30 days after written notice thereof is given to Lessee;
- (d) Lessee becomes insolvent; Lessee makes an assignment for the benefit of creditors; Lessee files a voluntary petition in bankruptcy; Lessee is adjudged bankrupt or a receiver is appointed for Lessee's properties; the filing of any involuntary petition of bankruptcy and Lessee's failure to secure a dismissal of the petition within 45 days after filing; or the attachment of or the levying of execution on the leasehold interest and

Lessee's failure to secure discharge of the attachment or release of the levy of execution within 30 days; or

(e) Lessee has a material breach as described in section 3.2, which shall be deemed as a breach without any cure period set forth in provision (c) of this article.

## **Article 17**

### **Remedies**

**17.1 Remedies.** Upon the occurrence of an event of default, Lessor may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Lessor may terminate this Lease by written notice to Lessee, which is effective immediately.

(b) Lessor or Lessor's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements (as provided in Section 19) either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Lessor may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LESSOR WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO LESSEE.

(c) Lessor may, without terminating the Lease, relet the whole or any part of the Premises and the Improvements from time to time, either in the name of Lessor or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Lessor determines to be appropriate. To the extent allowed under Oregon law, Lessor may not relet all or any part of the Premises or the Improvements and shall not be liable for refusing to relet the Premises or the Improvements, or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Lessor will not operate to relieve Lessee of any liability under this Lease or otherwise affect such liability. Lessor at its option may make any physical change to the Premises or the Improvements that Lessor, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting Lessee's liability.

(d) Whether or not Lessor retakes possession of or relets the Premises and the Improvements, Lessor may recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Lessor in restoring the Premises or

otherwise preparing the Premises and for reletting, and all costs incurred by Lessor in reletting the Premises.

(e) To the extent permitted under Oregon law, Lessor may sue periodically for damages as they accrue without barring a later action for further damages. Lessor may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent (including Taxes) reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Premises and the Improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If Lessor relets the Premises and the Improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

**17.2 Lessor's Self-Help Right.** If Lessee at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving Lessor's right to take any action that is permissible under this Lease as a result of the default, Lessor may, (i) pay any Tax or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Lessor and all costs and expenses incurred by Lessor, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Lessee under this Lease and must be paid to Lessor on demand. In no instance shall Lessee be entitled to attorney's fees relating to any default, remedy or self-help, even if it is determined that Lessor did not act appropriately with respect to the same.

**17.3 No Waiver.** No failure by Lessor to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by Lessor. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

**17.4 Remedies Cumulative and Nonexclusive.** Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Lessor's or Lessee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the

simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

## **Article 18**

### **Sale By Lessor and Limitation of Lessor's Liability**

**18.1 Sale by Lessor.** Upon sale of the Premises or the Improvements during the Term of this Lease or any extensions, this Lease shall be terminated, and Lessor shall remit to Lessee a sum equal to the fair market value of the Improvements remaining on the Premises at termination, as determined by (a) an appraisal that establishes the estimated value of both the Premises and the Improvements, and (b) applying such ratio to any proceeds received from a sale of the Premises and the Improvements.

**18.2 Nonrecourse Obligation.** Regarding any claim against Lessor, including any claim of default by Lessor under this Lease or in any claim or cause of action arising under this Lease or arising out of the Lessor-Lessee relationship created by this Lease, the sole and exclusive remedy of Lessee shall be against the interests of Lessor in the Premises and its reversionary interest in the Improvements and Lessor will have no other liability hereunder. Lessee shall not enforce any judgment against Lessor except against the interest of Lessor in the Premises and its reversionary interest in the Improvements. In no event will any elected official, officer, employee, or agent of Lessor have any personal liability to Lessee. Lessee agrees that this provision will apply to any and all liabilities, claims, and causes of action whatsoever, including those based on any provision of this Lease, any implied covenant, or any statute or common-law principle. Notwithstanding any other provision of this Lease, in no event whatsoever may Lessor be responsible for any consequential or incidental damages or for any action that Lessor believes in good faith is necessary to comply with Legal Requirements with respect to the Premises or the Improvements.

## **Article 19**

### **Surrender and Holdover**

**19.1 Condition of Premises and Improvements.** Lessee may remove the Improvement at its own expense upon expiration of the Term or earlier termination of this Lease. If Lessee removes the Improvement upon expiration of the Term or earlier termination of this Lease, Lessee shall deliver to Lessor the Premises in good condition, free and clear of all occupancies other than subleases to which Lessor has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Lessor. If Lessee decides not to remove the Improvements upon expiration of the Term or earlier termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the Premises and the Improvements in good condition and repair and broom clean (reasonable wear and tear excepted), free and clear of all occupancies other than subleases to which Lessor has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Lessor. Lessee specifically acknowledges and

agrees that Lessor shall, immediately upon expiration or earlier termination of this Lease, own and control the Improvements remaining on the Premises, subject only to the leasehold interest conveyed under this Lease. Lessee's obligations under this Article will be subject to the provisions of Article 14 relating to damage or destruction and Article 15 relating to condemnation.

**19.2 Lessee's Property.** Before the expiration or earlier termination of this Lease, Lessee shall remove all furnishings, furniture, and trade fixtures that remain Lessee's property (the "Lessee's Property"). If Lessee fails to do so, at Lessor's option, (a) the failure to remove Lessee's Property will be deemed an abandonment of Lessee's Property, and Lessor may retain Lessee's Property and all rights of Lessee with respect to it will cease; or (b) by written notice given to Lessee, Lessor may elect to hold Lessee to Lessee's obligation of removal, in which case Lessor may effect the removal, transportation, and storage of Lessee's Property and Lessee shall reimburse Lessor for the costs incurred in connection therewith on demand.

## **Article 20**

### **Condition of Premises**

Lessee acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all faults. Lessee further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Lessor or any agent or person acting for Lessor.

## **Article 21**

### **Quiet Enjoyment**

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Lessee will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Lessor, subject, however, to the Permitted Exceptions.

## **Article 22**

### **Notices**

**22.1 Notice Parties and Means of Delivery.** Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by fax with electronic confirmation of fax receipt, and addressed as follows:

If to Lessor:                      Clackamas County  
   2051 Kaen Rd., Oregon City, OR 97045

Attn: Facilities Manager

With a copy to: Clackamas County Counsel's Office  
2051 Kaen Rd., Oregon City, OR 97045  
Attn: Chris Storey  
Fax: 503 742 5397

If to Lessee: Clackamas County Vector Control District  
1102 Abernethy Rd.  
Oregon City, OR 97045  
Attn: Executive Director

With a copy to: William F. Cloran, Attorney at Law  
1925 SW 13<sup>th</sup> Ave.  
Portland, OR 97201

**22.2 Copies of Certain Notices to Lessee.** Lessee shall immediately send to Lessor, in the manner prescribed in this Article, copies of all notices that Lessee gives to or receives with respect to the Premises or the Improvements from any entity that impacts the Premises, including but not limited to any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

**22.3 Failure to Notify of Change of Address or Refusal to Accept a Notice.**

Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article shall not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

**Article 23**

**Miscellaneous**

**23.1 Survival.** All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

**23.2 Invalidity.** If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.



**23.3 Force Majeure.** If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, terrorism, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

**23.4 Nonmerger.** There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons (including all Permitted Leasehold Mortgagees) having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

**23.5 Lease Documents and Expenses.** This Lease shall be prepared by Lessor. Lessor shall be responsible for its own costs of legal review and documentation, and Lessee shall be responsible for its own costs of legal review and documentation in the drafting and execution of this Lease.

**23.6 Entire Agreement; Counterparts.** This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and Lessor mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one Lease.

**23.7 Applicable Law.** This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

**23.8 Brokerage.** Lessor and Lessee represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

**23.9 Binding Effect.** The covenants and agreements contained in this Lease are binding on and inure to the benefit of Lessor, Lessee, and their respective successors.

**23.10 Recordation of Lease.** Lessee may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Clackamas County, Oregon. Lessee will pay the recording costs.

**23.11 Time Is of the Essence.** Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

**23.12 Interpretation.** In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Lessor and Lessee acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

**23.13 Headings, Captions, and References.** The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term “Herein” refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

**23.14 Relationship of Parties.** Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Lessor and Lessee.

**23.15 USA PATRIOT Act Compliance.** Lessee represents to Lessor that Lessee is not (and is not engaged in this transaction on behalf of) a person or entity with which Lessor is prohibited from doing business pursuant to Antiterrorism Laws. “Antiterrorism Laws” means any law, regulation, or executive order pertaining to national security and specifically includes, but is not limited to, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the PATRIOT Act) (Pub L 107-56, 115 Stat 272); the Bank Secrecy Act (31 USC § 5311 *et seq.*); the Trading with the Enemy Act (50 USC App § 1 *et seq.*); the International Emergency Economic Powers Act (50 USC §§ 1701–1706); sanctions and regulations promulgated pursuant thereto by the Office of Foreign Assets Control, as well as laws related to the prevention and detection of money laundering in 18 USC sections 1956 to 1957. Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney fees and costs at trial and on appeal) arising from or related to any breach of the foregoing warranty, representation, and certification. Following a Transfer, Lessee will cause the transferee (including, but not limited to, an assignee, sublessee, and licensee), for the benefit of Lessor, to reaffirm, on behalf of such transferee, the representations of, and to otherwise comply with the obligations set forth in this section 29.15, and it is reasonable for Lessor to refuse to consent to a Transfer in the absence of such reaffirmation and compliance.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Lessee and Lessor have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

CLACKAMAS COUNTY

/s/ \_\_\_\_\_,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chair

CLACKAMAS COUNTY VECTOR  
CONTROL DISTRICT:

/s/  \_\_\_\_\_,

By: \_\_\_\_\_

Name: Daniel F. Green

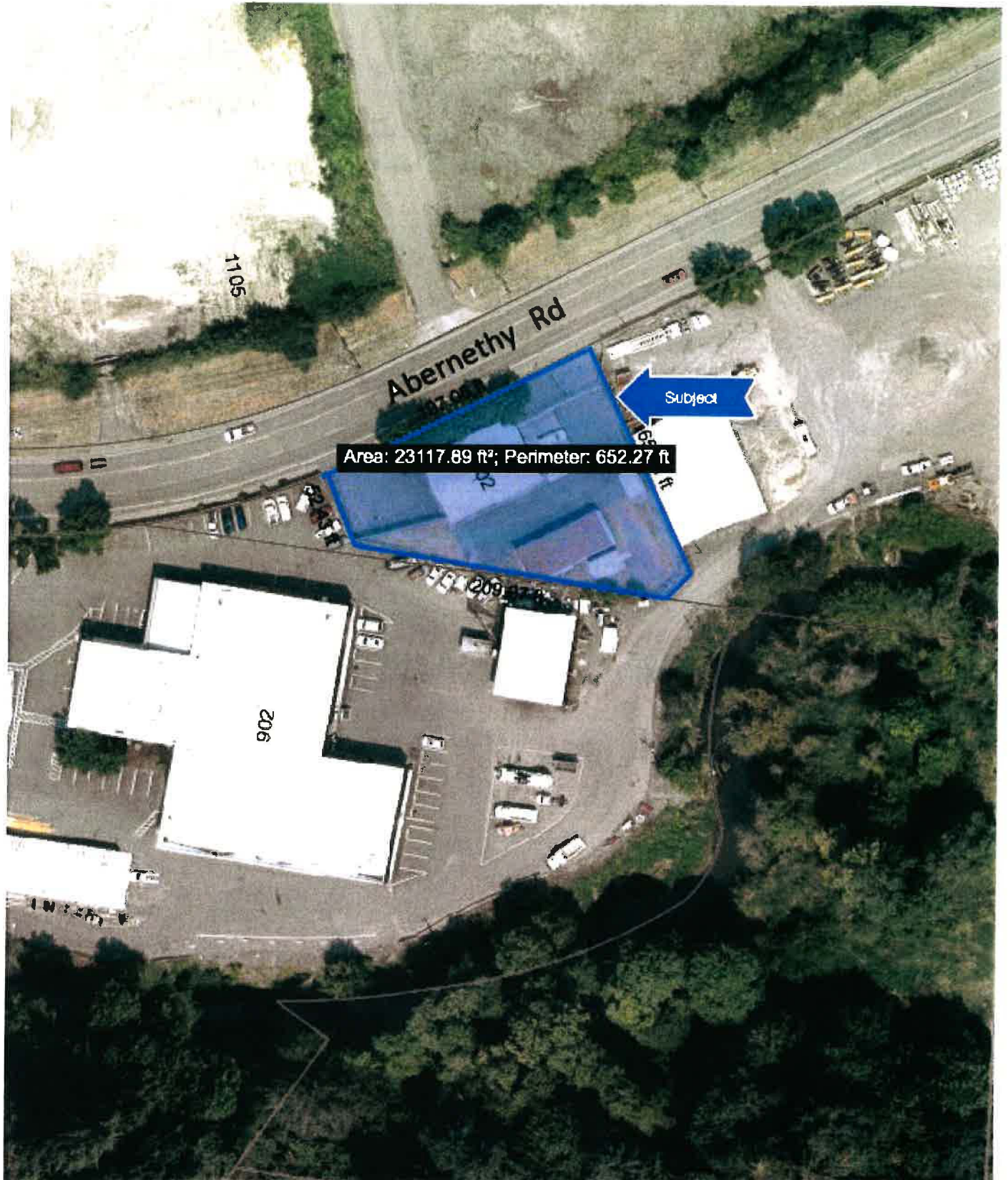
Title: Chairman

**EXHIBIT A**

**Property**

*[Description of property]*

# Approximate Usable Area Map (Oregon City GIS)



**EXHIBIT A**

**Improvements**

*[Description of improvements]*



# Subject Photographs



Looking south to subject's property line and parking.



Looking west.



Pesticide storage containers looking west and south.



Looking South to Clack. County vehicle wash.



Looking East.



Looking south to the access road and property line.



Laura Zentner, CPA

Deputy Director

**BUSINESS AND COMMUNITY SERVICES**

Development Services Building

150 Beavercreek Road, Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of Amendment #2 to Contract with Summit Strategies Government Affairs, LLC.  
for Federal Representation Services Relating to the Willamette Falls Legacy Project**

<b>Purpose / Outcome</b>	Approval of Amendment #2 to contract with Summit Strategies Government Affairs, LLC. for Federal Representation Services Relating to the Willamette Falls Legacy Project
<b>Fiscal Impact</b>	\$280,000.00
<b>Funding Source</b>	Budget Line: 208-7622-00501-453080 Original Contract: \$100,000 Amendment #1: \$ 20,000 Amendment #2: \$160,000 Total Price: \$280,000 Fiscal Years: 2015/2016 and 2016/2017
<b>Duration</b>	September 30, 2017
<b>Strategic Plan Alignment</b>	1. Build public trust through good government 2. Grow a Vibrant Economy
<b>Previous Action</b>	N/A
<b>Contact Person</b>	Laura Zentner, BCS Deputy Director, 503-742-4351

**Background:**

Clackamas County's Business and Community Services Department has contracted with Summit Strategies Government Affairs LLC (Summit Strategies) for federal representation services related to the strategic economic development initiative known as the Willamette Falls Legacy Project as well as federal lobbying services for the repair and reopening of the Willamette Falls Locks. BCS would like to extend the term of the contract with Summit Strategies through September 30, 2017.

The contract has been reviewed by Counsel.

**Recommendation:**

Staff respectfully recommends the Board approve Amendment #2 to the contract with Summit Strategies Government Affairs LLC (Summit Strategies).

Sincerely ,

Laura Zentner, Deputy Director  
Business and Community Services

Placed on the Board Agenda of October 6, 2016 by the Procurement Division.



**GEORGE MARLTON, JD**  
PROCUREMENT DIVISION DIRECTOR

**PROCUREMENT DIVISION**

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

September 27, 2016

MEMORANDUM TO THE  
BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of October 6th, 2016 this Amendment #2 with Summit Strategies, LLC. for **FEDERAL REPRESENTATION SERVICES RELATING TO THE WILLAMETTE FALLS LEGACY PROJECT**. This project was requested by Laura Zentner of the Business and Community Services. BCS executed the original contract dated December 17, 2015, which provided \$100,000.00 in the first year with the option for three (3) potential one-year renewals. The Amendment #1 updated the scope of work which added \$20,000.00 for a Contract total of \$120,000.00. The County wishes to amend the contract to utilize the first (1<sup>st</sup>) or the three (3) renewals in order to continue with the vendor's expertise in representation services. This renewal will provide \$160,000.00 through September 30, 2017, resulting in a cumulative contract total of \$280,000.00. This Amendment #2 has been reviewed and approved by County Counsel. Funds for this project are budgeted under **208-7622-00501-453080**.

Respectfully Submitted,

Ryan Rice  
Clackamas County Procurement

**AMENDMENT #2**

**TO THE CONTRACT DOCUMENTS WITH SUMMIT STRATEGIES GOVERNMENT AFFAIRS, LLC. FOR FEDERAL REPRESENTATION SERVICES RELATING TO THE WILLAMETTE FALLS LEGACY PROJECT**

This Amendment #2 is entered into between **Summit Strategies Government Affairs, LLC.** ("Contractor") Clackamas County Business & Community Services ("County") shall become part of the Personal Services Contract entered into between the parties on December 17, 2015.

The Purpose of the Amendment #2 is to make the following changes to the Contract;

1. Section I. Scope is hereby changed as follows:  
The Contract expiration date is hereby changed from September 30, 2016 to **September 30, 2017.**
  
2. Section II. Compensation  
Services will be provided on a flat-fee basis. This includes services for the Legacy Project at \$8,000.00 per month (12 month), the Locks Lobbying at \$5,000.00 per month (12 month), and \$4000.00 for related expenses.  
The maximum annual compensation authorized under this Contract shall be \$160,000.00.

<b>ORIGINAL CONTRACT</b>	<b>\$ 100,000.00</b>
<b>AMENDMENT #1</b>	<b>\$ 20,000.00</b>
<b>AMENDMENT #2</b>	<b>\$ 160,000.00</b>
<b>TOTAL AMENDED CONTRACT</b>	<b>\$ 280,000.00</b>

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

- B. This Contract and any amendments to the Contract will not be effective upon approval in writing by an authorized representative of the Board of County Commissioners of Clackamas County and Contractor.
- C. **Execution and Counterparts:** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #2, effective upon the date of the last signature below.

Summit Strategies  
 Government Affairs, LLC.  
 5331 SW Macadam Avenue, Suite 356  
 Portland, OR 97239

Clackamas County Board of  
 County Commissioners

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Chair

\_\_\_\_\_  
 Name, Title

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

503-341-1435  
 \_\_\_\_\_  
 Telephone

APPROVED AS TO FORM

1171343-95  
 \_\_\_\_\_  
 Oregon Business Registry Number

\_\_\_\_\_  
 County Counsel

\_\_\_\_\_  
 Date

DLLC/OR  
 \_\_\_\_\_  
 Entity Type / State of Formation