



Commissioners encourage public to attend public meeting digitally.

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

AGENDA

Thursday September 24, 2020 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2020-67

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****Wildfire Update**

*****COVID-19 Update**

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

1. Approval of a Board Order Accepting a Request to Transfer Jurisdiction from Clackamas County to the City of Estacada of a Portion of Glen Avenue (Aka Wren) and Hinman Road (Both Being County Road #2279) and Cemetery Road (County Roads #2510) (Dan Johnson, DTD)

II. 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 #13 to 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
2. Approval of Change Order #2 between Clackamas County and 3 Kinds Environmental, Inc. for the Clackamas County Health Centers Building Demolition Project
3. Approval of a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program for the HOPE II Leasing Program, for the Purpose of Providing Permanent Supportive Housing

B. Business & Community Services

1. Approval of Modification No. 1 to a Grant and Cooperative Agreement L18AC00108 Between Clackamas County and the Department of Interior Bureau of Land Management Oregon State Office for the Dump Stoppers Program
2. Approval of Amendment #4 to the Contract with Total Golf Management Services, LLC for Management Services for the Operation of Stone Creek Golf Course

III. PUBLIC COMMUNICATION *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

IV. COUNTY ADMINISTRATOR UPDATE

V. COMMISSIONERS COMMUNICATION

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



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 24, 2020

Board of Commissioners
Clackamas County

Members of the Board:

**Approval of a Board Order Accepting a Request to Transfer Jurisdiction from
Clackamas County to the City of Estacada of a Portion of
Glen Avenue(Aka Wren) and Hinman Road (Both Being County Road #2279) and
Cemetery Road (County Roads #2510)**

Purpose/Outcomes	Jurisdictional transfer of a portion of Glen Avenue, Hinman Road and Cemetery Road to the City of Estacada.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and Maintenance monies used on County maintained portions of roads located entirely within the City of Estacada. Initial cost of transfer is \$11,200, which represents the cost of a 2" asphalt overlay of that portion of Cemetery Road being transferred.
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	N/A
Strategic Plan Alignment	This transfer will build trust through good government by being efficient with County resources.
Counsel Review	Reviewed and approved by County Counsel on September 14, 2020
Procurement Review	Was this item processed through Procurement? No This item is a transfer of Jurisdiction no procurement needed.
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

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

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

The County and the City of Estacada have an agreement to provide funds to the City of Estacada in the amount of \$11,200, which is equal to the cost of a 2" asphalt overlay, in

exchange for the City assuming exclusive jurisdiction over the portion of Glen Avenue, Hinman Road and Cemetery Road containing approximately 18,385, 71,930 and 10,085 square feet of Right-of-Way respectively. By accepting jurisdiction over portions of Glen Avenue, Hinman Road and Cemetery Road, the City becomes the "Road Authority" responsible for all maintenance, improvement, permitting and road standard activities.

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

RECOMMENDATION:

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

Respectfully submitted,

Michael Bays -Survey/CADD Supervisor

Attachments:

Board Order

Exhibit

City of Estacada Resolution

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

In the matter of transferring to the City of Estacada, jurisdiction over Glen Ave(Aka Wren Ave) and Hinman Rd County Road No. 2279, DTD Nos. 34034, 35035 and Cemetery Rd, County Road No. 2510, DTD No. 34043



Board Order No. _____
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of a request from the City of Estacada, by Resolution Number 2020-006, dated August 10, 2020 and the preceding negotiation between the City of Estacada and Clackamas County Department of Transportation and Development to transfer portions of the following road, more particularly described in Exhibits "A" and more particularly depicted in Exhibits "B-1" and "B-2" all of which are attached to this Order.

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
Glen Avenue	2279	34034	MP 0.0	MP 0.08	18,385;
Hinman Road	2279	34035	MP 0.0	MP 0.27	71,930;
Cemetery Road	2510	34043	MP 0.48	MP 0.55	10,085; and,

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Estcada News on 08/27, 09/03, 09/10, 09/17; now therefore,

IT IS HEREBY ORDERED that jurisdiction of a portion of Glen Avenue, Hinman Road and Cemetery Road shall be transferred, Clackamas County jurisdiction shall cease, and full and absolute jurisdiction of said portions of roadway is transferred to the City of Estacada as of the date of this Order; and,

IT IS FURTHER ORDERED that 100,400 square feet, more or less, be removed from the County's Road Inventory; and,

IT IS FURTHER ORDERED that the County pay the City of Estacada the amount of \$11,200, which is equal to the cost of a 2" asphalt overlay, in exchange for the City assuming exclusive jurisdiction over the portion of Glen Avenue, Hinman Road and Cemetery Road; and

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

In the matter of transferring to the
City of Estacada, jurisdiction over
Glen Ave(Aka Wren Ave) and Hinman
Rd County Road No. 2279, DTD
Nos. 34034, 35035 and Cemetery Rd,
County Road No. 2510, DTD No. 34043



Board Order No. _____

Page 2 of 2

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

ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

EXHIBIT A

Hinman Road and Glen Avenue (aka Wren Avenue) Transfer of Jurisdiction

Clackamas County to the City of Estacada

Description

A portion of Hinman Road and Glen Avenue (aka Wren Ave), Both being Clackamas County Road No. 2279 lying in the SE 1/4 of section 17, T.3S., R.4E., W.M. and within the boundary of the City of Estacada, more particularly described below.

All of County Road No. 2279, a 50 foot wide road Right of Way, as dedicated on Plat No. 194, "Morrow Glen Tracts" and accepted by Clackamas County Order 2279 recorded in Book 43, Page 403, Clackamas County deed records;

Excepting, that portion of County Road No. 2279 lying south of a line between point "B", a found 3/4" Iron Pipe, as shown on Partition Plat 2019-13 and Point "D", a found 5/8" Iron Rod, as shown on Partition Plat 2019-13. This excepted portion is also known as "Violet Avenue".

Containing 90,315 Sq.Ft. of Right of Way, more or less.

Cemetery Road Transfer of Jurisdiction

Clackamas County to the City of Estacada

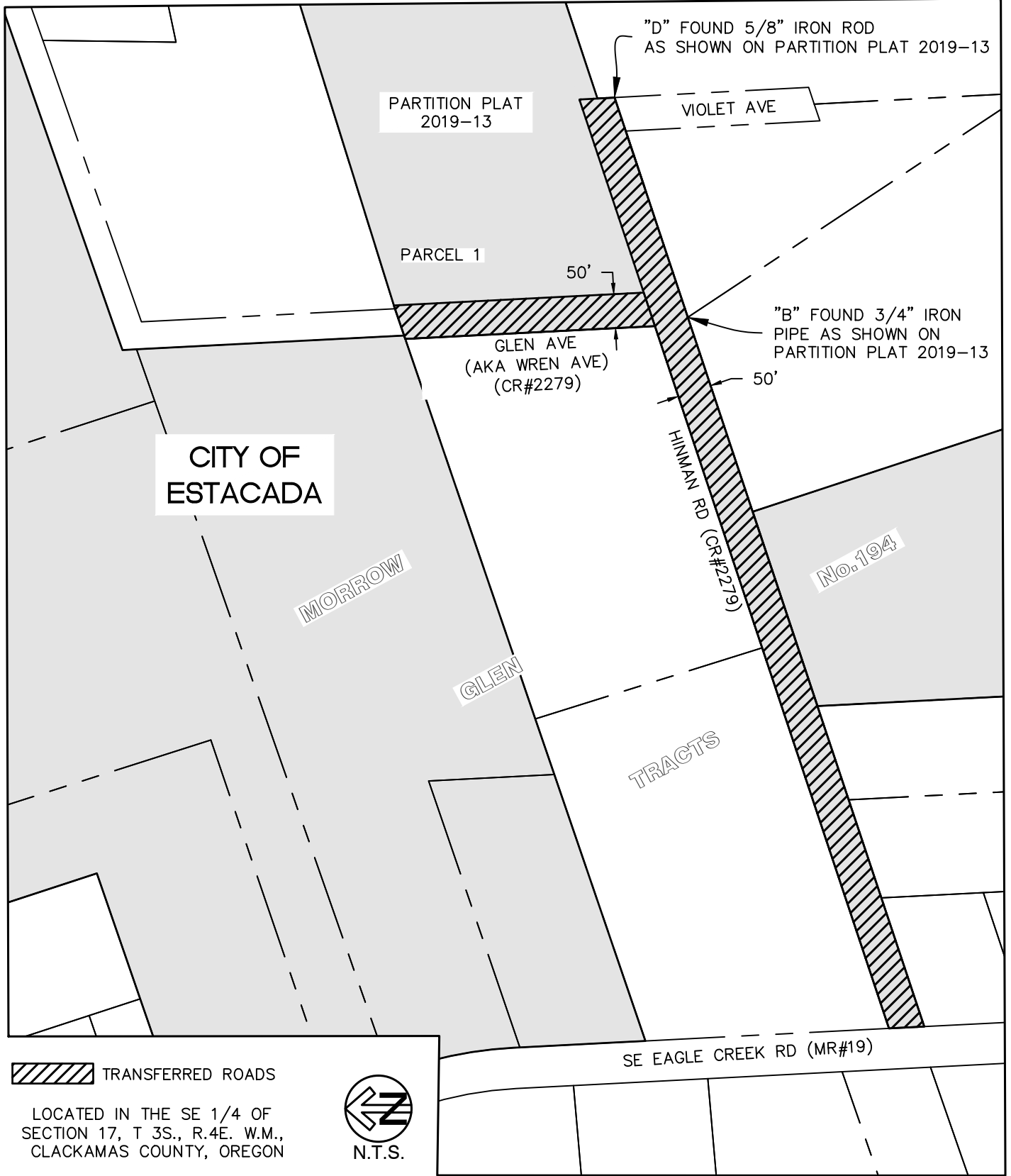
Description

A portion of Cemetery Road, County Road No. 2510 lying in the NW 1/4 of section 21, T3S., R4E., W.M and within the boundary of the city of Estacada, more particularly described below.

All of County Road No. 2510, a variable width road right of way lying north of the northerly right of way of NE Cascadia Ridge Drive adjacent to Lot 115 as shown on the plat of Cascadia Ridge No.3, plat No. 4317, also known as Cemetery Road Mile Point 0.486, Clackamas County Road Maintenance records.

Containing 10,085 Sq.Ft. of Right of Way, more or less.

EXHIBIT "B-1"



 TRANSFERRED ROADS

LOCATED IN THE SE 1/4 OF
 SECTION 17, T 3S., R.4E. W.M.,
 CLACKAMAS COUNTY, OREGON



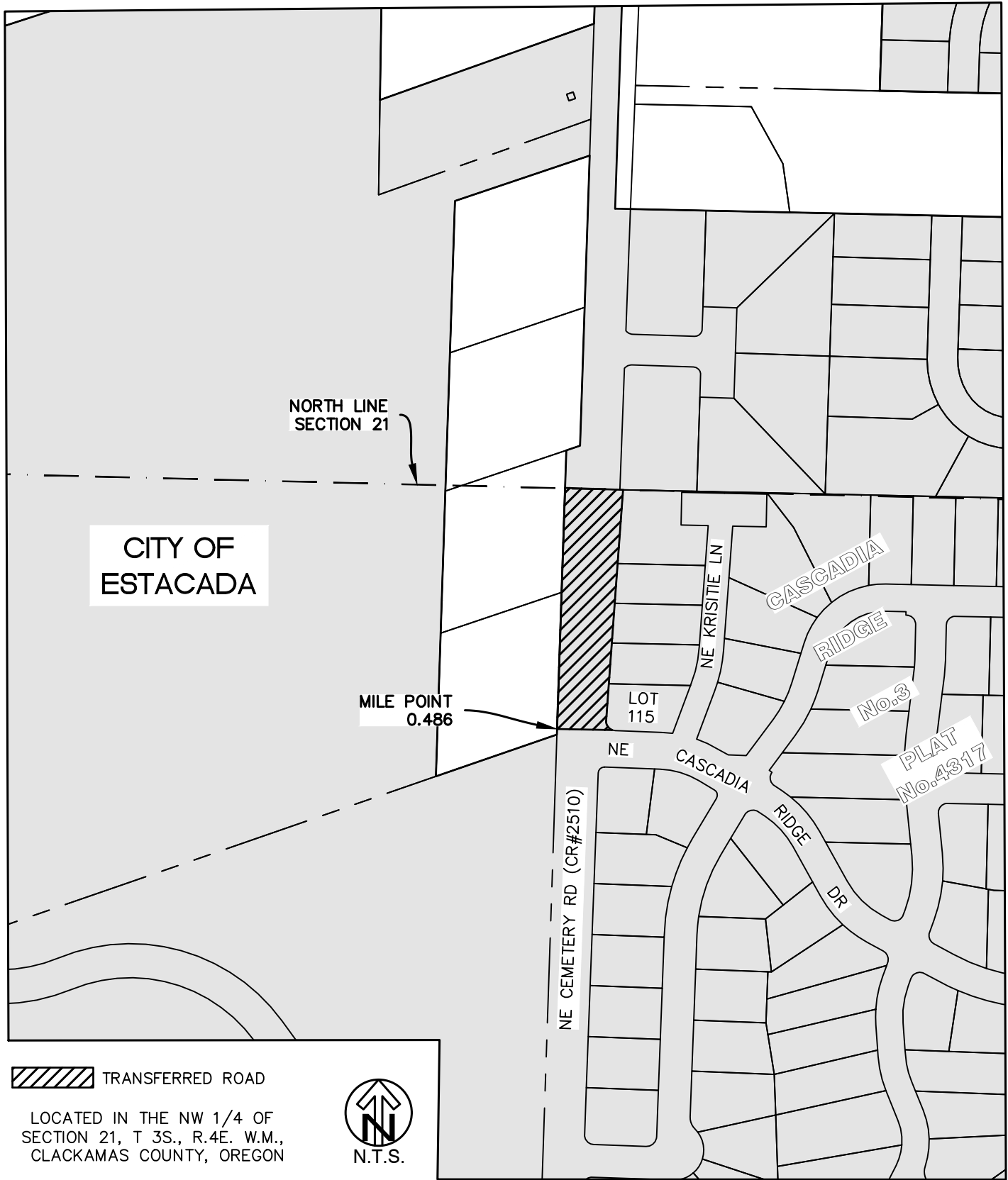
DEPARTMENT OF TRANSPORTATION
 AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: M.BAYS DATE: 7/15/2020
 JURISDICTIONAL TRANSFER
 HINMAN RD AND GLEN AVE
 COUNTY ROAD #2279

SHEET
 1 OF 1

EXHIBIT "B-2"



TRANSFERRED ROAD

LOCATED IN THE NW 1/4 OF SECTION 21, T 3S., R.4E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



BY: M.BAYS

DATE: 7/15/2020

JURISDICTIONAL TRANSFER
CEMETEREY ROAD
COUNTY ROAD #2510

SHEET

1 OF 1

RESOLUTION 2020 - 006

A RESOLUTION REQUESTING CLACKAMAS COUNTY SURRENDER JURISDICTION OVER CERTAIN PORTIONS OF COUNTY ROAD AS DESCRIBED HEREIN.

WHEREAS, Oregon Revised Statutes, Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform; and

WHEREAS, Oregon Revised Statutes, Section 373.270 states that jurisdiction over a county road within a city may be transferred whenever the county governing body deems it necessary, expedient or for the best interest of the county to surrender jurisdiction over any county road or portion thereof within the corporate limits of any city; and the governing body of the city deems it necessary or expedient and for the best interests of the city to acquire jurisdiction over the county road or part thereof to the same extent as it has over other public streets and alleys of the city; and

WHEREAS, there is a portion of NE Cemetery Road inside the city limits that Clackamas County has jurisdiction of and it would be beneficial for the City to have control of this section of roadway as shown in Exhibit A; and

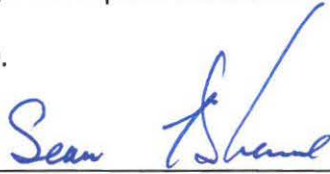
WHEREAS, the Estacada Planning Commission and City Council have approved in application #2020-01 the annexation of, and developments that include improvements in the right-of-way along, the roughly 90,315 square foot portion of SE Hinman Road and Glen (Wren) Avenue shown in Exhibit B; and

WHEREAS, the City wishes to accept exclusive jurisdiction over said portions of SE Hinman Road, Glen (Wren) Avenue, and NE Cemetery Road the terms of which are addressed in a separate intergovernmental agreement between the parties; and

WHEREAS, this transfer would give the City jurisdictional control of the portion of SE Hinman Road, Glen (Wren) Avenue, and NE Cemetery Road allowing the developers to work directly with the City on design standards for their street improvements and right-of-way dedications; and

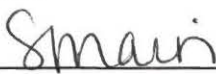
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Council of the City of Estacada, Oregon, that by virtue of the foregoing and pursuant to ORS 373.270, the Estacada City Council hereby requests that Clackamas County undertake the procedure for transferring jurisdiction to the City of Estacada over portions of SE Hinman Road, Glen (Wren) Avenue, and NE Cemetery Road as shown on Exhibits A & B and as referenced in the legal description shown in Exhibit C.

Passed and effective this 10th day of August, 2020.



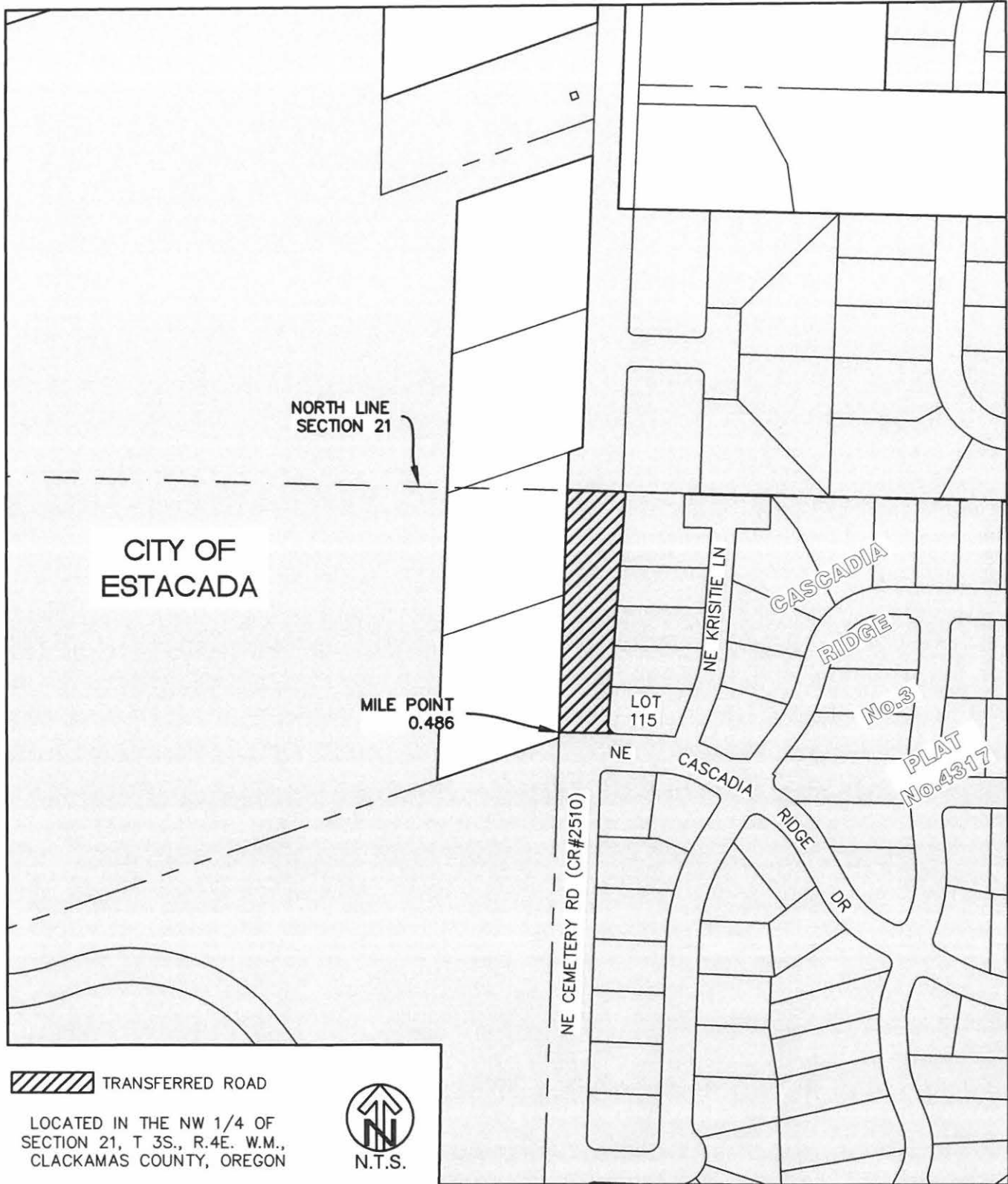
Sean Drinkwine, Mayor

ATTEST:



Sadie Main, City Recorder

EXHIBIT "A"



TRANSFERRED ROAD

LOCATED IN THE NW 1/4 OF SECTION 21, T 3S., R.4E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD OREGON CITY, OR 97045



BY: M.BAYS

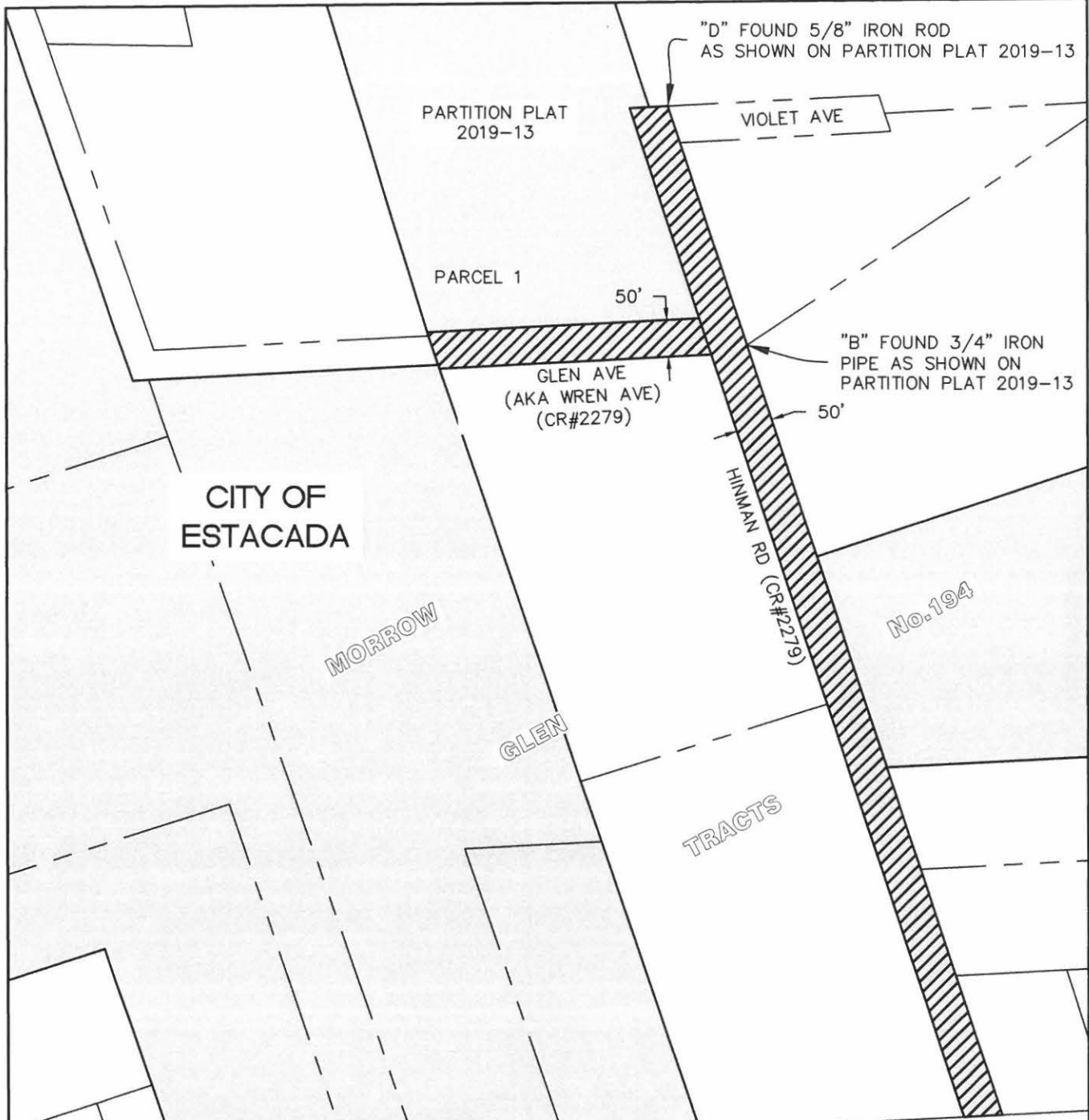
DATE: 7/15/2020

JURISDICTIONAL TRANSFER
CEMETEREY ROAD
COUNTY ROAD #2510

SHEET

1 OF 1

EXHIBIT "B"



 TRANSFERRED ROADS

LOCATED IN THE SE 1/4 OF SECTION 17, T 3S., R.4E. W.M., CLACKAMAS COUNTY, OREGON



N.T.S.

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

150 BEAVERCREEK ROAD OREGON CITY, OR 97045



BY: M.BAYS

DATE: 7/15/2020

JURISDICTIONAL TRANSFER
HINMAN RD AND GLEN AVE
COUNTY ROAD #2279

SHEET
1 OF 1

Exhibit C

Hinman Road and Glen Avenue (aka Wren Avenue) Transfer of Jurisdiction Clackamas County to the City of Estacada

Description

A portion of Hinman Road and Glen Avenue (aka Wren Ave), Both being Clackamas County Road No. 2279 lying in the SE 1/4 of section 17, T.3S., R.4E., W.M. and within the boundary of the City of Estacada, more particularly described below.

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Excepting, that portion of County Road No. 2279 lying south of a line between point "B", a found 3/4" Iron Pipe, as shown on Partition Plat 2019-13 and Point "D", a found 5/8" Iron Rod, as shown on Partition Plat 2019-13. This excepted portion is also known as "Violet Avenue".

Containing 90,315 Sq.Ft. of Right of Way, more or less.

Cemetery Road Transfer of Jurisdiction Clackamas County to the City of Estacada

Description

A portion of Cemetery Road, County Road No. 2510 lying in the NW 1/4 of section 21, T3S., R4E., W.M and within the boundary of the city of Estacada, more particularly described below.

All of County Road No. 2510, a variable width road right of way lying north of the northerly right of way of NE Cascadia Ridge Drive adjacent to Lot 115 as shown on the plat of Cascadia Ridge No.3, plat No. 4317, also known as Cemetery Road Mile Point 0.486, Clackamas County Road Maintenance records.

Containing 10,085 Sq.Ft. of Right of Way, more or less.

September 24, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #13 to 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

Purpose/Outcomes	Amendment #13 adds funding to Program Element 62- Overdose Prevention.
Dollar Amount and Fiscal Impact	Contract is increased by \$123,545 bringing the contract maximum value to \$8,805,562.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective October 1, 2020 and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on September 14, 2020
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	9329-13

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #13 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #13 adds funding Program Element 62- Overdose Prevention. Contract is increased by \$123,545. bringing the contract maximum value to \$8,805,562.

This contract is effective October 1, 2020 and continues through June 30, 2021.

Page 2 Staff Report
September 14, 2020
Agreement #9329-13

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



**THIRTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH 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 or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Thirteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

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

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award 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. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit A “Definitions”, Section 18 “Program Element” is amended to add Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB-RECIPIENT (Y/N)
<u>PE 62</u> Overdose Prevention	FF	SAMHSA/State Targeted Response to the Opioid Crisis Grants CDC/Injury Prevention and Control Research and State and Community Based Programs	93.788 93.136	N	Y

3. Exhibit B Program Element #01 “State Support to Public Health,” PE 07 “HIV Prevention Services,” and “PE 12 “Public Health Emergency Preparedness and Response (PHEPR)” Program are hereby

superseded and replaced in their entirety and PE 62 "Overdose Prevention" is hereby added in its entirety by Attachment A attached hereto and incorporated herein by this reference.

4. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
5. Exhibit J of the Amended and Restated Agreement entitled "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 C, attached hereto and incorporated herein by this reference.
6. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
7. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
8. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
9. The parties expressly ratify the Agreement as herein amended.
10. 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.

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

11. Signatures.

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Richard Swift
Title: Director, Health, Housing and Human Resources
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

Attachment A
Program Element Description(s)

Program Element #01: State Support for Public Health (SSPH)

OHA Program Responsible for Program Element:

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>					<i>X = Foundational capabilities that align with each component</i>						
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*					X		X			X
Diagnostic and consultative CD services.	*							X			
Early detection, education, and prevention activities.	*					X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X		X					
Collection and analysis of CD and other health hazard data for program planning and management.	*					X		X	X		X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus as prescribed in OHA CD Investigative Guidelines available at:
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **01-04: COVID-19** LPHA must:
 - (1) Submit a budget plan and narrative within 30 days of receiving this amendment. Refer to LPHA COVID-19 Budget Guidance document for terms and conditions.
 - (2) OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify.

- h. 01-05: COVID-19** In cooperation with OHA, the LPHA must ensure adequate culturally and linguistically responsive COVID-19 testing, investigation resources and contact tracing resources to limit the spread of COVID-19. OHA will be entering into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

(1) Cultural and linguistic competency and responsiveness.

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction, including those funded by OHA through a Memorandum of Understanding or similar agreement that clearly describes the role of the CBO that has entered into a grant agreement with OHA, to ensure culturally and linguistically responsive community outreach and education strategies, testing, contact tracing and monitoring, and social service and wraparound supports. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive cases to LPHA, ensure HIPAA training and compliance by the CBO so the LPHA and CBO can share personal health information, clearly define referral and wrap-around service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative.
- (b)** Work with local CBOs including culturally-specific organizations to develop and track progress toward equity goals to maintain equity at the center of the LPHA's COVID-19 response.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (i) Provide facial coverings and other personal protective equipment (PPE) to LPHA staff when appropriate.
- (j) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

(2) Testing

LPHA must:

- (a) Work with health care and other partners to ensure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.
- (c) Maintain a current list of entities providing COVID-19 testing and at what volume.
- (d) Provide reports to OHA on testing locations and volume as requested.

(3) Contact Tracing

LPHA must:

- (a) Maintain the capacity to surge a minimum of 15 contact tracers for every 100,000 people in the jurisdiction. as needed, based on disease rates. OHA grants with CBOs for contact tracing will count toward this minimum.
- (b) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (c) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (d) Follow up with at least 95% of cases within 24 hours of notification.

(4) Case investigation

LPHA must:

- (a) Conduct all case investigations and monitor outbreaks.
- (b) Enter all case investigation and contact tracing data in Orpheus and ARIAS, as directed by OHA.
- (c) Ensure all LPHA staff designated to utilize Orpheus and ARIAS are trained in these systems. Include in the tracing data whether new positive cases are tied to a known existing positive case or to community spread.

(5) Isolation and quarantine

LPHA must:

- (a) By June 15, 2020, demonstrate to OHA that a quarantine location is identified and ready to be used.
- (b) Facilitate efforts to ensure isolation and quarantine housing, transportation, health care supplies, meals, telecommunications and other supports needed for any resident in the jurisdiction who has a financial or physical need. The LPHA will utilize existing resources when possible such as covered case management benefits, WIC benefits, etc.

(6) Social services and wraparound supports.

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

(7) Tribal Nation support.

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with local tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

(8) Support infection prevention and control for high-risk populations.

LPHA must:

- (a) **Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) **Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) **High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to outbreaks.

- (d) **Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.
 - (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.
- i. **01-06: COVID-19: Regional Active Monitoring. Activities.** In cooperation with OHA, the LPHA must work with other LPHAs in the region to collaboratively support epidemiologic and surge capacity needs. LPHA must conduct the following activities in accordance with guidance to be provided by OHA:
 - LPHA must:
 - (1) Ensure regular communication among LPHAs in the region.
 - (2) Compile and share regional data regularly among LPHAs.
 - (3) Establish MOU with LPHAs in the region for epidemiologic and surge capacity needs.
 - (4) Implement MOU as needed.
- j. **Regional budget and budget narratives.** LPHA regional fiscal agent must submit a regional budget and budget narrative for approval by OHA within 60 days of receiving amendment. Refer to LPHA COVID-19 PE 01-05 Budget Guidance document and LPHA PE 01-06 COVID-19 Budget Guidance document for terms and conditions. OHA will send “Budget Narrative Template”, “Budget Guidance” and any other applicable documents that OHA may identify. These funds may be used for services and supplies such as computers and telephones needed for contact tracing.
 - OHA will:
 - (1) Make contact tracing and case investigation training available.
 - (2) Require and provide access to training for all local public health and CBOs on Protected Health Information and CD investigation.
 - (3) Provide information on the availability of trauma informed training for both LPHAs and CBOs.

5. General Revenue and Expense Reporting. LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

a. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

c. Funding under PE01-05 includes three components – a) base funding, b) active monitoring fee for service payment, and c) active monitoring, isolation and quarantine, and wraparound services.

- (a) Base Funding – Award will be issued June 2020 for FY20. Funds can be used from March 27, 2020-December 30, 2020. Unspent funds during FY20 are eligible for carry forward to FY21 once FY20 Q4 Revenue and Expense Reports are submitted.
- (b) COVID-19 Active Monitoring Fee for Service payment – a fee-for-service payment will be paid for each case or contact per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27,2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.
- (c) COVID -19 Active Monitoring, Isolation and Quarantine, and Wraparound services – LPHAs must also submit invoices for isolation and quarantine-related expenses per OHA guidance. LPHA must submit invoices to receive these funds for the period of March 27, 2020-December 30, 2020. Final invoice due no later than January 31, 2021. OHA will amend the PE monthly upon receipt of the invoice. Payment will be made once the agreement is executed. LPHA must submit an invoice no less than quarterly to OHA. Invoice amounts must be reported on the R/E reports.

d. PE01-06 - Regional Active Monitoring – Funds are available for March 27, 2020-December 30, 2020.

6. Reporting Requirements. Not applicable.

7. Performance Measures. LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

Program Element #07: HIV Prevention Services

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/HIV, STD and TB Section

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to deliver HIV Prevention Services.

Currently in Oregon there are 220-240 new HIV infections per year. People who know they have HIV are less likely to spread it to others. People who know they have HIV can start life-saving treatment, protecting their health and reducing their risk of passing HIV on to others. There are a variety of prevention tools known to work. There are also new tools to prevent HIV, including PrEP (pre-exposure prophylaxis), a daily pill to prevent infection. For newly diagnosed people living with HIV, daily treatment, as prescribed, and maintaining an undetectable viral load not only helps maximize their health and the quality of their lives, but also significantly reduces chances of transmitting the virus further. The earlier new infections are detected and treated, and viral suppression obtained, the closer Oregon is to its goal of zero new HIV infections within five years.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to HIV Prevention Services.**

- a. **Anonymous HIV Test:** The circumstances by which an individual client's name and contact information is not known at the time of an HIV test such as during use of a home HIV test.
- b. **Confidential HIV Test:** The circumstance by which an individual client's name and contact information is known at the time of the HIV test but that information and the test results are protected from disclosure other than for those purposes identified in OAR 333-022-0210.
- c. **Comprehensive HIV Prevention Services for Persons Living with HIV (PLWH):** Services for PLWH that promote health and quality of life, and prevent further transmission. These services include linkage to:
 - retention or re-engagement in care and treatment;
 - other medical and social services;
 - risk screening; interventions focusing on treatment adherence, risk reduction or disclosure;
 - interventions for HIV- discordant couples;
 - referrals to HIV Screening for STDs, hepatitis or TB, ongoing HIV Partner Services (not limited to newly diagnosed persons), and efforts to ensure HIV- positive pregnant women receive the necessary interventions to prevent vertical transmission.
- d. **HIV Outbreak:** The occurrence of an increase in cases of HIV in excess of what would normally be expected in a defined community, geographical area or season, and, by mutual agreement of the LPHA and OHA, exceeds the expected routine capacity of the LPHA to address.
- e. **HIV Screening:** Implementation of a HIV Testing Strategy.
- f. **HIV Testing Strategy:** The approach an entity uses to define a population who will be tested.

- g. **Partner Services:** A systematic approach to notifying sex and needle-sharing partners of HIV-positive persons of their possible exposure to HIV so they can be offered HIV testing and learn their status, or, if already HIV-positive, prevent transmission to others.
- h. **PrEP:** Pre-exposure prophylaxis is a medication when used as prescribed, can greatly reduce the risk of acquiring HIV.
- i. **Program Review Panel:** A panel comprised of community members and established in accordance with CDC guidelines which reviews and approves for appropriateness the HIV prevention informational materials that are distributed in the counties in which LPHA provides HIV prevention services.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon's Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and Health Promotion	Environmental Health	Population Health	Access to Clinical Preventive Services	Leadership and Organizational Competencies	Health Equity and Cultural Responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy and Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>						<i>X = Foundational capabilities that align with each component</i>						
<i>X = Other applicable foundational programs</i>												
HIV Testing	X				*	X	X	X	X			
Prevention with Positives/Linkages to Care	X				*				X			
Condom Distribution	*	X						X				
Syringe Services	*	X			X	X	X	X		X		

- b. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Accountability Metric:** Not applicable.
- c. **The work in this Program Element helps Oregon's governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable.

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:
- a. Engage in activities as described in its local program plan, which has been approved by OHA.
 - b. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
 - c. HIV Prevention Services. LPHA's HIV Prevention Program must include the following minimum components:
 - (1) Identify persons with HIV infection or uninfected persons at risk for HIV infection as follows:
 - (a) Provide rapid HIV testing for individuals at risk, including those individuals who request HIV Screening, for HIV in clinical and non-clinical settings following guidance outlined in "Centers for Disease Control and Prevention Implementing HIV Testing in Nonclinical Settings: A Guide for HIV Testing Providers" which can be found at:
https://www.cdc.gov/hiv/pdf/testing/CDC_HIV_Implementing_HIV_Testing_in_Nonclinical_Settings.pdf
 - (b) Provide HIV testing (either rapid or conventional) for individuals presenting with a bacterial STI, particularly, rectal gonorrhea and/or syphilis. For those individuals presenting for HIV testing, offer other Sexually Transmitted Infection (STI) testing.
 - (c) Offer confirmatory testing via a laboratory or by a second rapid HIV test from a different manufacturer than the first rapid HIV test for individuals with positive rapid HIV test results.
 - (d) Provide referral for medical and supportive services and ensure linkage to these services for individuals who are HIV positive.
 - (e) Use an OHA approved HIV Test Request Form which is available from the Oregon State Public Health Laboratory for each testing event funded in whole, or part, by the HIV Prevention Program.
 - (f) Use Confidential HIV Testing for complete data collection, no HIV test funded in whole, or part, by the HIV Prevention Program, can be an Anonymous HIV Test.
 - (g) Have a Certificate of Waiver from the Clinical Laboratory Improvement Amendments (CLIA) program if offering a rapid HIV test.
 - (h) Ensure that all staff who provide rapid HIV tests are trained and certified to do so as defined by the product-specific guidelines identified by the manufacturer of the rapid HIV test in use. Staff are also required to complete an OHA-approved online training around provision of HIV testing and prevention services.
 - (2) Provide comprehensive HIV-related prevention services for person living with diagnosed HIV infection as follows:
 - (a) Provide Partner Services for those with newly diagnosed HIV infection and those previously diagnosed with HIV infection, and their partners.
 - (b) Provide linkage to medical care, treatment, and prevention services for PLWH.

- (c) Link persons with newly diagnosed HIV infection to medical care within 30 days of diagnosis.
 - (d) Re-engage PLWH who are currently not in care into medical care.
 - (e) Support retention in medical care, treatment, and prevention services for PLWH.
 - (f) Follow up with HIV-positive individuals identified as being out of care by HIV surveillance in order to determine current residence and link to HIV medical care and other supportive services as needed (i.e. Data to Care activities).
 - (g) Work in conjunction with OHA staff to respond to and intervene in HIV transmission clusters and HIV Outbreaks as necessary.
- (3) Provide comprehensive HIV-related prevention services for HIV-negative persons at risk for HIV infection as follows:
- (a) Increase awareness of and expand access to PrEP including medication adherence.
 - (b) Promote consumer knowledge, access, and use of PrEP including referrals into or the provision of PrEP navigation services.
 - (c) Identify community/individual candidates for PrEP services using HIV surveillance, testing, and other data (refer to US Public Health Service Preexposure Prophylaxis for the Prevention of HIV Infection in the United States –2017 Update Clinical Practice Guideline available at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf> and the Clinical Providers Supplement available at <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-provider-supplement-2017.pdf>).
- (4) Conduct community-level HIV prevention activities as follows:
- (a) Distribute condoms to populations engaging in high risk behaviors.
 - (b) Distribute and have available culturally and language appropriate HIV information for community members in the local jurisdiction; this may include, but not be limited to, written materials, social media, public information, and meeting presentations. For this process use a CDC defined Program Review Panel which is described in the document available at: <https://www.cdc.gov/hiv/pdf/funding/announcements/ps12-1201/cdc-hiv-ps12-1201-content-review-guidance.pdf>
 - (c) Support and promote the use of media technology (e.g. internet, texting, web applications) for HIV prevention messaging to targeted populations and communities.
 - (d) Encourage community mobilization to create enabling environments that support HIV prevention by actively involving community members in efforts to raise HIV awareness, building support for and involvement in HIV prevention efforts, motivating individuals to work to end HIV stigma and encouraging HIV risk reduction.
 - (e) Create a specific engagement plan for communities of color which includes anti-stigma approaches and activities for populations which are in alignment with the Epidemiologic Overview in the “Oregon Integrated HIV Prevention and Care Plan, 2017-2021.”

- (f) Administer harm reduction efforts, if permitted and based on local need, to reduce the risk of transmission of HIV/Hepatitis C, such as, but not limited to, operation of a Syringe Service Program, the purchase and distribution of wound care supplies, sharps containers, and clean supplies used for injection drug use; however purchase of syringes (needles), cookers and naloxone is not allowable with these funds. (<https://www.cdc.gov/hiv/risk/ssps.html>)
- (5) **Confidentiality.** In addition to the requirements set forth in Section 12 of Exhibit F, General Terms and Conditions, of this Agreement and above in this Program Element, all providers of HIV Prevention Services supported in whole or in part with funds provided under this Agreement must comply with the following confidentiality requirements:
- (a) Centers for Disease Control and Prevention. Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Atlanta (GA): U.S. Department of Health and Human Services, Centers for Disease Control and Prevention; 2011. (<https://www.cdc.gov/nchhstp/programintegration/docs/pcsidatasecurityguidelines.pdf>)
 - (b) All HIV testing data entry is done directly by providers into Evaluation Web, the CDC's database system for HIV testing. Evaluation Web is accessed using two-factor authentication through the CDC Secure Access Management System (SAMS). Providers needing access to SAMS for data entry into Evaluation Web must first request access through OHA.
 - (c) Providers of HIV Prevention Services must establish and comply with a written policy and procedure regarding a breach of the confidentiality requirements of this Program Element. Such policy must describe the consequences to the employee, volunteer or Subcontractor staff for a verified breach of the confidentiality requirements of this Program Element Description.
 - (d) Each provider of HIV Prevention Services must report to the OHA the nature of confirmed breaches by its staff, including volunteers and Subcontractors, of the confidentiality requirements of this Program Element Description within 14 days from the date of evaluation by the provider.
- (6) **Use of financial awards for HIV Prevention Program activities include:**
- (a) Staffing and structure for programs addressing goals, objectives, strategies and activities described in the current "Oregon Integrated HIV Prevention and Care Plan, 2017-2021."
 - (b) Collaborative work with other agencies furthering HIV prevention work.
 - (c) Advertising and promotion of activities.
 - (d) Travel costs.
 - (e) Incentives for participation in services, as approved by OHA. Prior to the purchasing of incentives, contractors must submit to OHA for approval: documentation of cash or incentive handling procedures, a justification for the purchase, and a description of how incentives will be tracked.
 - (f) Purchase and/or production of program materials.

- (g) Necessary office equipment and/or supplies to conduct activities, excluding furniture unless approved by OHA.
 - (h) Training and/or conferences for staff and/or supervisors that is relevant to the intervention and/or working with the target populations. This includes monitoring and evaluation trainings.
 - (i) Paperwork, meetings, and preparation related to conducting programs.
 - (j) Supervision, data collection and review and quality assurance activities.
 - (k) Participation in planning, task force and other workgroups.
- (7) **LPHA responsibility if subcontracting for delivery of services.** LPHA may use a portion of HIV Prevention program funding to subcontract with another community based organization for delivery of services. LPHA must ensure each Subcontractor is adheres to the standards, minimum requirements and reporting responsibilities outlined in this Program Element. LPHA must ensure each Subcontractor:
- (a) Completes an OHA approved planning/reporting document.
 - (b) Submits fiscal and monitoring data in a timely manner.
 - (c) Meets the standards outlined in this Program Element.
 - (d) Identifies and participates in capacity building and quality assurance activities applicable to the Subcontractor.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. LPHA and Subcontractors must enter, into the relevant database(s), all demographic, service and clinical data fields within 30 days of the date of service. If these reporting timelines are not met, OHA HIV Prevention Program staff will work with the LPHA and Subcontractor to establish and implement a corrective action plan.
- b. LPHA must provide Quarterly Fiscal Expenditure reports on the amount and percentage of funds used for each HIV Prevention activity identified in the Subcontractor’s program plan. This report is due within 30 days after the close of each calendar quarter.
- c. No financial assistance provided to LPHA for HIV Prevention Services may be used to provide treatment and/or case management services.

7. **Performance Measures. Not Applicable**

Program Element #12: Public Health Emergency Preparedness and Response (PHEPR) Program

OHA Program Responsible for Program Element:

Public Health Division/Center for Public Health Practice/Health Security, Preparedness & Response Section

- 1. Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below to deliver the Oregon Health Authority (OHA) Public Health Emergency Preparedness and Response (PHEPR) Program.

The PHEPR Program shall address prevention, protection, mitigation, response, and recovery phases for threats and emergencies that impact the health of people in its jurisdiction through plan development and revision, exercise and response activities based on the 15 Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness and Response Capabilities.¹ Emergency Preparedness and Response is one of the seven foundational capabilities described in the Oregon Public Health Modernization Manual. The foundational capabilities are needed for governmental public health to meet its charge to improve the health of everyone in Oregon. The vision for this foundational capability is as follows: A healthy community is a resilient community that is prepared and able to respond to and recover from public health threats and emergencies.²

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

- 2. Definitions Relevant to PHEPR Programs Specific to Public Health Emergency Preparedness and Response.**

- a. Access and Functional Needs:** Population defined as those whose members may have additional response assistance needs that interfere with their ability to access or receive medical care before, during, or after a disaster or public health emergency,³ including but not limited to communication, maintaining health, independence, support and safety, and transportation. Individuals in need of additional response assistance may include children, people who live in institutional settings, older adults, pregnant and postpartum women, people with disabilities,⁴ people with chronic conditions, people with pharmacological dependency, people with limited access to transportation, people with limited English proficiency or non-English speakers, people with social and economic limitations, and individuals experiencing homelessness.⁵
- b. Base Plan:** A plan that is maintained by the Local Public Health Authority (LPHA), describing fundamental roles, responsibilities, and activities performed during preparedness, mitigation, response and recovery phases. This plan may be titled as the Emergency Support Function #8, an annex to the County Emergency Operations Plan, Public Health All-Hazards Plan, or other title that fits into the standardized county emergency preparedness nomenclature.
- c. Budget Period:** 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 for PE12 and July 1 through March 15 for PE12-02.
- d. CDC:** U.S. Department of Health and Human Services, Centers for Disease Control and Prevention.

¹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

² Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

³ US Department of Health & Human Services, Office of the Assistant Secretary for Preparedness and Response. *At-Risk Individuals With Access and Functional Needs*. Retrieved from

⁴ Americans with Disabilities Act of 1990, 42 U.S.C.A. § 12101 *et seq.* Retrieved from

⁵ Ira P. Robbins, Lessons from Hurricane Katrina: Prison Emergency Preparedness as a Constitutional Imperative, 42 U. MICH. J. L. REFORM 1 (2008). Retrieved from: <https://repository.law.umich.edu/mjlr/vol42/iss1/2>

- e. **CDC Public Health Emergency Preparedness and Response Capabilities:** The 15 capabilities developed by the CDC to serve as national public health preparedness standards for state and local planning.⁶
- f. **Due Date:** If a Due Date falls on a weekend or holiday, the Due Date will be the next business day following.
- 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 other health service providers. The data it contains is maintained jointly by OHA and all LPHAs. This system provides continuous, high-speed electronic access to public health information including the capacity for broadcasting information to registered partners 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 HAN 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 public health systems to prepare for and respond to major threats, acute threats, and emergencies that impact the health of people in Oregon.
- i. **Health Care Coalition (HCC):** A coordinating body that incentivizes diverse and often competitive health care organizations and other community partners with differing priorities and objectives and reach to community members to work together to prepare for, respond to, and recover from emergencies and other incidents that impact the public's health.
- j. **Medical Countermeasures (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 material.
- k. **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.⁷
- l. **Public Information Officer (PIO):** The person responsible for communicating with the public, media, and/or coordinating with other agencies, as necessary, with incident-related information.⁸
- m. **Public Health Accreditation Board:** 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.⁹
- n. **Public Health Emergency Preparedness and Response (PHEPR):** Local public health programs designed to better prepare Oregon to prevent, protect, mitigate, respond to, and recover from emergencies with public health impacts.

⁶ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

⁷ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

⁸ Federal Emergency Management Agency. (2007). *Basic Guidance for Public Information Officers*. Retrieved from https://www.fema.gov/media-library-data/20130726-1623-20490-0276/basic_guidance_for_pios_final_draft_12_06_07.pdf

⁹ Public Health Accreditation Board. Retrieved from <https://phaboard.org/>

- o. **Public Health Preparedness Capability Surveys:** A series of surveys sponsored by HSPR for capturing information from LPHAs for HSPR to report to CDC and inform trainings and planning for local partners.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):

- a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program				Foundational Capabilities							
	CD Control	Prevention and health promotion	Environmental health	Access to clinical preventive services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response	
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Planning	X	X	X	X	X	X	X	X	X	X	X	X
Partnerships and MOUs	X	X	X	X	X	X	X	X	X	X	X	X
Surveillance and Assessment	X	X	X	X	X	X	X	X	X	X	X	X
Response and Exercises	X	X	X	X	X	X	X	X	X	X	X	X
Training and Education	X	X	X	X	X	X	X	X	X	X	X	X

Note: Emergency preparedness crosses over all foundational programs.

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:** Not applicable
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:** Not applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

- a. Engage in activities as described in its approved PHEPR Work Plan and multi-year training and exercise plan (MYTEP), which are due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Work Plan Template Instructions and Guidance which OHA will provide to LPHA.

b. Use funds for this Program Element in accordance with its approved PHEPR budget, which is due to OHA HSPR on or before August 15 and which has been approved by OHA HSPR by September 15. LPHA must use the PHEPR Budget Template which is set forth in Attachment 1, incorporated herein with this reference.

- (1) **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.

- (2) **Non-Supplantation.** Funds provided under this Agreement for this Program Element must not be used to supplant state, local, other non-federal, or other federal funds.
- (3) **Public Health Preparedness Staffing.** LPHA must identify a PHEPR Coordinator who is directly funded from PHEPR grant. LPHA staff who receive PHEPR funds must have planned activities identified within the approved PHEPR Work Plan. The PHEPR Coordinator will be the OHA's chief point of contact related to grant deliverables. LPHA must implement its PHEPR activities in accordance with its approved PHEPR Work Plan.
- (4) **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 Emergency Preparedness and Response Capabilities in accordance with an approved PHEPR budget using the template set forth as Attachments 1 and 2 to this Program Element.
- (5) **Modifications to Budget.** Modifications to the budget exceeding a total of \$5,000, add a new line item, or change the indirect line item by any amount require submission of a revised budget to the liaison and final receipt of approval from the HSPR fiscal officer.
- (6) **Conflict between Documents.** In the event of any conflict or inconsistency between the provisions of the approved PHEPR Work Plan or PHEPR Budget and the provisions of this Agreement, this Agreement shall control.
- (7) **Unspent funds.** PHEPR funding is not guaranteed as a carryover to a subsequent fiscal year if funds are unspent in any given fiscal year.

c. **Statewide and Regional Coordination:** LPHA must coordinate and participate with state, regional, and local Emergency Support Function partners and stakeholders to include, but not limited to, other public health and health care programs, HCCs, emergency management agencies, EMS providers, behavioral/mental health agencies, community organizations, older adult-serving organizations, and educational agencies and state child care lead agencies as applicable.¹⁰

- (1) Attendance by LPHA leadership, PHEPR coordinator, or other staff involved in preparedness activities is strongly encouraged at one of the HSPR co-sponsored preparedness conferences, which includes the Oregon Epidemiologists' Meeting (OR-Epi) and the Oregon Prepared Conference.

¹⁰ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. 10

- (2) Participation in emergency preparedness subcommittees, work groups and projects for the sustainment of public health emergency preparedness and response as appropriate.
 - (3) Collaboration with HCC partners to develop and maintain plans, conduct training and exercises, and respond to public health threats and emergencies using a whole-community approach to preparedness management that includes:¹¹
 - (a) Identification of populations at risk of being disproportionately impacted by incidents or events.
 - (b) Coordination with community-based organizations.
 - (c) Integration of Access and Functional needs of individuals.
 - (d) Development or expansion of child-focused planning and partnerships.
 - (e) Engaging field/area office on aging.
 - (f) Engaging mental/behavioral health partners and stakeholders.
 - (4) Participation and planning at the local level in all required statewide exercises as referenced in the Workplan Minimum Requirements and MYTEP Blank Template tabs, which OHA has provided to LPHA.
 - (5) Participation in a minimum of 75% of statewide HSPR-hosted monthly conference calls for LPHAs and Tribes.
 - (6) Participation in activities associated with local, regional, or statewide emerging threats or incidents as identified by HSPR or LPHA that includes timely assessment and sharing of essential elements of information for identification and investigation of an incident with public health impact, as agreed upon by HSPR and the CLHO Emergency Preparedness and Response subcommittee.¹²
 - (7) Work to develop and maintain a portfolio of community partnerships to support preparedness, mitigation, response and recovery efforts.¹³ Portfolio must include viable contact information from community sectors as defined by the CDC: business; community leadership; cultural and faith-based groups and organizations; emergency management; healthcare; human services; housing and sheltering; media; mental/behavioral health; office of aging or its equivalent; education and childcare settings.¹⁴
- d. Public Health Preparedness Capability Survey:** LPHA must complete all applicable Public Health Preparedness Capability Survey(s) sponsored by HSPR by December 1 each year or applicable Due Date based on CDC requirements.¹⁵

¹¹ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>, 8-9.

¹² Public Health Accreditation Board. Retrieved from <https://phaboard.org/>
State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Public Health Preparedness 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

¹³ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 62.

¹⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

¹⁵ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.
State and Local Administration and Enforcement of Public Health Laws. 36 O.R.S § 431.138, (2015) Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

- e. **PHEPR Work Plan:** PHEPR Work Plans must be written with clear and measurable objectives in support of the CDC Public Health Emergency Preparedness and Response Capabilities with timelines and include:
- (1) At least three broad program goals that address gaps, operationalize plans, and guide PHEPR Work Plan activities.
 - (a) Planning
 - (b) Training and education
 - (c) Exercises.
 - (d) Community Education and Outreach and Partner Collaboration.
 - (e) Administrative and Fiscal activities.
 - (2) Activities will include or address persons with Access and Functional Needs.¹⁶
 - (3) Local public health leadership will review and approve PHEPR Work Plans.
- f. **PHEPR Work Plan Performance:** LPHA must complete all minimum requirements of the PE-12 by June 30 each year. If LPHA does not meet the minimum requirements of the PE-12 for each of the three years during a triennial review period, not due to unforeseen public health events, it may not be eligible to receive funding under this Program Element in the next fiscal year. Minimum requirements are delineated in the designated tab of the PHEPR Work Plan Template which OHA has provided to LPHA. Work completed in response to a HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to replace PHEPR Work Plan activities interrupted or delayed.
- g. **24/7/365 Emergency Contact Capability.**
- (1) LPHA must 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.
 - (a) The contact number must 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 must list and maintain both the switchboard number and the 24/7/365 numbers on the HAN.¹⁷
 - (b) The telephone number must 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 Public Safety Answering Point (PSAP) in this process, provided that the eleven-digit telephone number of the PSAP is made available for callers from outside the locality.¹⁸

¹⁶ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-59.

¹⁷ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 3. State and Local Administration and Enforcement of Public Health Laws 36 O.R.S. § 431.133-134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

¹⁸ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 3.

- (c) The LPHA telephone number described above must be answered by a knowledgeable person with the ability to properly route the call to a local public health administrator or designee.
- (2) An LPHA official must respond within 60 minutes, to calls received on 24/7/365 telephone number, during statewide communication drills and quarterly tests.¹⁹
 - (a) Quarterly test calls to the 24/7/365 telephone line will be conducted by HSPR program staff.
 - (b) Following a quarterly test, LPHA must take any corrective action needed within 30 days of notification of any deficiency to the best of their ability.

h. HAN

- (1) A HAN Administrator must be appointed for LPHA and this person's name and contact information must be provided to the HSPR liaison and the State HAN Coordinator.²⁰
- (2) The HAN Administrator must:
 - (a) Agree to the HAN Security Agreement and State of Oregon Terms and Conditions.
 - (b) Complete appropriate HAN training for their role.
 - (c) Ensure local HAN user and county role directory is maintained (add, modify and delete users; make sure users have the correct license).
 - (d) Act as a single point of contact for all LPHA HAN issues, user groups, and training.
 - (e) Serve as the LPHA authority on all HAN related access (excluding hospitals and Tribes).
 - (f) Coordinate with the State HAN Coordinator to ensure roles are correctly distributed within each county.
 - (g) Ensure participation in OHA Emergency Support Function 8 (Health and Medical) tactical communications exercises. Deliverable associated with this exercise will be the test of the LPHA 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.²¹
 - (h) Initiate at least one local call down exercise/ drill for LPHA staff annually. If the statewide HAN is not used for this process, LPHA must demonstrate through written procedures how public health staff and responding partners are notified during emergencies.
 - (i) Perform general administration for all local implementation of the HAN system in

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133-134 (2015). Retrieved from

https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

¹⁹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

²⁰ U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppld=310318>. Domain 3.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.133 (2015). Retrieved from

https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

²¹ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

their respective organizations.

- (j) Review LPHA HAN users two times annually to ensure users are updated, assigned their appropriate roles and that appropriate users are deactivated.
- (k) Facilitate in the development of the HAN accounts for new LPHA users.

i. **Multi-Year Training and Exercise Plan (MYTEP):** LPHA must annually submit to HSPR on or before August 15, an updated MYTEP as part of their annual work plan update.²² The MYTEP must meet the following conditions:

- (1) Demonstrate continuous improvement and progress toward increased capability to perform functions and tasks associated with the CDC Public Health Emergency Preparedness and Response Capabilities.
- (2) Include priorities that address lessons learned from previous exercises events, or incidents as described in the LPHA's After Action Reports (AAR)/ Improvement Plans (IP).
- (3) LPHA must work with Emergency Management, local health care partners and other community partners to integrate exercises and align MYTEPs, as appropriate.
- (4) Identify at least two exercises per year if LPHA's population is greater than 10,000 and one exercise per year if LPHA's population is less than 10,000.
- (5) Identify a cycle of exercises that increase in complexity over a three-year period, 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.
- (6) A HSPR-required exercise, a response to an uncommon disease outbreak, or other uncommon event of significance that requires an LPHA response and is tied to the CDC Public Health Emergency Preparedness and Response Capabilities may, upon HSPR approval, be used to satisfy exercise requirements.
- (7) For an exercise or incident to qualify, under this requirement the exercise or incident must:

(a) **Exercise:**

LPHA must:

- Submit to HSPR Liaison 30 days in advance of each exercise an exercise notification or exercise plan that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members. An incident/exercise notification form that includes the required notification elements is included in Attachment 3 and is incorporated herein with this reference.
- Involve two or more participants in the planning process.
- Involve two or more public health staff and/ or related partners as active participants.

²² Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from

https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf 58-62.

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 1,2.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

- Submit to HSPR Liaison an After Action Report that includes an Improvement Plan within 60 days of every exercise completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(b) Incident:

During an incident LPHA must:

- Submit LPHA incident objectives or Incident Action Plan to HSPR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response. An incident/exercise notification form that includes the required notification elements is included in Attachment 3.
- Submit to HSPR Liaison an After Action Report that includes an Improvement Plan within 60 days of every incident or public health response completed. An improvement plan template is included as part of the incident/exercise notification form in Attachment 3.

(8) LPHA must coordinate exercise design and planning with local Emergency Management and other partners for community engagement, as appropriate.²³

(9) Staff responsible for emergency planning and response roles must be trained for their respective roles consistent with their local emergency plans and according to CDC Public Health Emergency Preparedness and Response Capabilities,²⁴ the Public Health Accreditation Board, and the National Incident Management System.²⁵ 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)** Identify and train appropriate LPHA staff²⁶ to prepare for public health emergency response roles and general emergency response based on the local identified hazards.

j. Maintaining Training Records: LPHA must maintain training records that demonstrate NIMS compliance for all local public health staff for their respective emergency response roles.²⁷

k. Plans: LPHA must maintain and execute emergency preparedness procedures and plans as a component of its jurisdictional Emergency Operations Plan.

(1) LPHA must establish and maintain at a minimum the following plans:²⁸

- (a)** Base Plan.
- (b)** Medical Countermeasure Dispensing and Distribution (MCMDD) plan.²⁹

²³ Oregon Public Health Division. (2017) *Public health modernization manual*. Oregon Health Authority. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

²⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>. Capability 1.

²⁵ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>

²⁶ State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.134 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

²⁷ Oregon Office of Emergency Management. (2014). *National Incident Management System – Who takes what?*

²⁸ Public Health Preparedness, 3 O.A.R. § 333-003-0050 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

²⁹ Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf. 58-62.

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S § 431.132,138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppId=310318>. Domain 1.

Public Health Preparedness, 3 O.A.R. § 333-003-0200 (2008). Retrieved from <https://secure.sos.state.or.us/oard/>

- (c) Continuity of Operations Plan (COOP)³⁰
- (d) Communications and Information Plan.³¹
- (2) All plans, annexes, and appendices must:
 - (a) Be updated whenever an After Action Report improvement item is identified as requiring a change or biennially at a minimum,
 - (b) Address, as appropriate, the CDC Public Health Emergency Preparedness and Response Capabilities based on the local identified hazards,
 - (c) Be functional and operational by June 30, 2022,³²
 - (d) Comply with the NIMS,³³
 - (e) Include a record of changes that includes a brief description, the date, and the author of the change made, and
 - (f) Include planning considerations for persons with Access and Functional Needs.

I. COVID-19

LPHA must:

- (1) By March 15, 2021, submit a community intervention implementation plan that describes how the LPHA will achieve the following three mitigation goals:
 - (a) Slow transmission of disease,
 - (b) Minimize morbidity and mortality, and
 - (c) Preserve healthcare, workforce, and infrastructure functions and minimize social and economic impacts. The plan should address how the LPHA will:
 - i. Minimize potential spread and reduce morbidity and mortality of COVID-19 in communities.
 - ii. Plan and adapt for disruption caused by community spread and implement interventions to prevent further spread.
 - iii. Ensure healthcare system response is an integrated part of community interventions.
 - iv. Ensure integration of community mitigation interventions with health system preparedness and response plans and interventions.

OHA will send “Community Intervention Implementation Plan” template to complete (c) above.
- (2) Partner with COVID-19 regional planning to conduct virtual infection control assessments in congregate care settings within their jurisdiction.

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

³⁰ Oregon Public Health Division (September 2017) *Public Health Modernization Manual*. Retrieved from https://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf_58-62

Federal Emergency Management Agency (2018) *Continuity Guidance Circular*. Retrieved from <https://www.fema.gov/media-library-data/1520878493235-1b9685b2d01d811abfd23da960d45e4f/ContinuityGuidanceCircularMarch2018.pdf>

State and Local Administration and Enforcement of Public Health Laws 36 O.R.S. § 431.138 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

³¹ State and Local Administration and Enforcement of Public Health Laws 36 O.R.S. § 431.133 (2015). Retrieved from https://www.oregonlegislature.gov/bills_laws/ors/ors431.html

³² U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. (2019) *Public Health Emergency Preparedness (PHEP) Cooperative Agreement* (CDC-RFA-TP19-1901). Retrieved from <https://www.grants.gov/web/grants/view-opportunity.html?oppid=310318>. Domain 2,4.

Presidential Policy Directive-8: National Preparedness (2011). Retrieved from <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>

³³ National Incident Management System. (2017). Retrieved from <https://www.fema.gov/national-incident-management-system>
Office of Emergency Management. (2014) 10 O.A.R. § 104-010-0005. Retrieved from <https://secure.sos.state.or.us/oard/>

- (3) Participate in local and regional planning efforts related to hospital transfers.
- (4) Conduct intensive case and contact investigations as community transmission declines within the jurisdiction.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. **Reporting Requirements.**

- a. **PHEPR Work Plan.** LPHA must implement its PHEPR activities in accordance with its OHA HSPR-approved PHEPR Work Plan. Dependent upon extenuating circumstances, modifications to this PHEPR Work Plan may only be made with OHA HSPR agreement and approval. Proposed PHEPR Work Plan will be due on or before August 15. Final approved PHEPR Work Plan will be due on or before September 15.
- b. **Mid-year and end of year PHEPR Work Plan reviews.** LPHA must complete PHEPR Work Plan updates in coordination with their HSPR liaison on at least a minimum of a semi-annual basis.
 - (1) Mid-year work plan reviews may be conducted between October 1 and March 31.
 - (2) End of year work plan reviews may be conducted between April 1 and August 15.
- c. **Triennial Review.** This review will be completed in conjunction with the statewide Triennial Review schedule as determined by the Office of the State Public Health Director. A year-end work plan review may be scheduled in conjunction with a triennial review. This Agreement will be integrated into the Triennial Review Process.
- d. **Multi-Year Training and Exercise Plan (MYTEP).** LPHA must annually submit a MYTEP to HSPR Liaison on or before August 15. Final approved MYTEP will be due on or before September 15.
- e. **Exercise Notification.** LPHA must submit to HSPR Liaison 30 days in advance of each exercise an exercise notification that includes a description of the exercise, exercise objectives, CDC Public Health Emergency Preparedness and Response Capabilities addressed, a list of invited participants, and a list of exercise planning team members.
- f. **Response Documentation.** LPHA must submit LPHA incident objectives or Incident Action Plan to HPSR Liaison within 48 hours of receiving notification of an incident that requires an LPHA response.
- g. **After Action Report / Improvement Plan.** LPHA must submit to HSPR Liaison an After Action Report/Improvement Plan within 60 days of every exercise, incident, or public health response completed.

7. **Performance Measures:** LPHA will progress local emergency preparedness planning efforts in a manner designed to achieve the 15 CDC National Standards for State and Local Planning for Public Health Emergency Preparedness and is evaluated by Mid-year, End of Year and Triennial Reviews.³⁴

³⁴ Centers for Disease Control and Prevention. (2018). *Public health emergency preparedness and response capabilities*. Atlanta, GA: U.S. Department of Health and Human Services. Retrieved from <https://www.cdc.gov/cpr/readiness/capabilities.htm>

ATTACHMENT 1³⁵

PHEPR Program Annual Budget					
County					
July 1, 2020 - June 30, 2021					
				Optional Use: Other Funds to support PHEPR	
			Subtotal	Total	
PERSONNEL			\$0	\$0	
	List as an Annual Salary	% FTE based on 12 months	0		
			0		
<i>(Position Title and Name)</i>					
Brief description of activities, for example, This position has primary responsibility for _____ County PHEPR activities.					
			0		
Fringe Benefits @ () % of describe rate or method					
TRAVEL				\$0	
Total In-State Travel: (describe travel to include meals, registration, lodging and mileage)					
			\$0		
	Hotel Costs:				
	Per Diem Costs:				
	Mileage or Car Rental Costs:				
	Registration Costs:				
	Misc. Costs:				
Out-of-State Travel: (describe travel to include location, mode of transportation with cost, meals, registration, lodging and incidentals along with number of travelers)					
			\$0		
	Air Travel Costs:				
	Hotel Costs:				
	Per Diem Costs:				
	Mileage or Car Rental Costs:				
	Registration Costs:				
	Misc. Costs:				
CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)			\$0	\$0	

³⁵ A fillable template is available from HSPR Liaison.

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CAPITAL EQUIPMENT (individual items that cost \$5,000 or more)	\$0		\$0
SUPPLIES	\$0		\$0
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
TOTAL DIRECT CHARGES			\$0
TOTAL INDIRECT CHARGES @ % of Direct Expenses or describe method			\$0
TOTAL BUDGET:			\$0
Date, Name and phone number of person who prepared budget			
NOTES:			
\$62,500 (annual salary) which would computer to the sub-total column as \$50,000 be 50*12/2080 = .29 FTE			

Attachment 2: Use of Funds

Subject to CDC grant requirements, funds may be used for the following:

- a. Reasonable program purposes, including personnel, travel, supplies, and services.
- b. To supplement but not supplant existing state or federal funds for activities described in the budget.
- c. To purchase basic, non-motorized trailers with prior approval from the CDC OGS.
- d. For overtime for individuals directly associated (listed in personnel costs) with the award with prior approval from HSPR.
- e. For deployment of PHEPR-funded personnel, equipment, and supplies during a local emergency, in-state governor-declared emergency, or via the Emergency Management Assistance Compact (EMAC).
- f. To lease vehicles to be used as means of transportation for carrying people or goods, e.g., passenger cars or trucks and electrical or gas-driven motorized carts with prior approval from HSPR.
- g. To purchase material-handling equipment (MHE) such as industrial or warehouse-use trucks to be used to move materials, such as forklifts, lift trucks, turret trucks, etc. Vehicles must be of a type not licensed to travel on public roads with prior approval from HSPR.
- h. To purchase caches of antibiotics for use by first responders and their families to ensure the health and safety of the public health workforce.
- i. To support appropriate accreditation activities that meet the Public Health Accreditation Board's preparedness-related standards

Subject to CDC grant requirements, funds may not be used for the following:

- a. Research.
- b. Clinical care except as allowed by law. Clinical care, per the FOA, is defined as "directly managing the medical care and treatment of patients."
- c. The purchase of furniture or equipment - unless clearly identified in grant application.
- d. Reimbursement of pre-award costs (unless approved by CDC in writing).
- e. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- f. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- g. Construction or major renovations.
- h. Payment or reimbursement of backfilling costs for staff.
- i. Paying the salary of an individual at a rate in excess of Executive Level II or \$187,000.00 per year.
- j. The purchase of clothing such as jeans, cargo pants, polo shirts, jumpsuits, or t-shirts.
- k. The purchase or support of animals for labs, including mice.
- l. The purchase of a house or other living quarter for those under quarantine.
- m. To purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

ATTACHMENT 3³⁶

Incident/Exercise Summary Report

Notification													
<i>Exercise: Due 30 Days Before Exercise</i>													
<i>Incident: Within 48 hours of notification of incident requiring a response</i>													
Name of Exercise or Incident:	Name of Exercise or Incident and OERS number, if relevant	Date(s) of LPHA Play:	Dates of Play										
Scope	Type of Exercise/Event:	<input type="checkbox"/> Drill	<input type="checkbox"/> Functional Exercise										
	Participating Organizations:	<input type="checkbox"/> Planned Event/Training											
	Duration:	<input type="checkbox"/> Tabletop Exercise	<input type="checkbox"/> Full Scale Exercise										
	Objectives:	<input type="checkbox"/> Incident/Declared Emergency											
	Primary Activities:	List all the names (if available) and agencies participating in your exercise											
Design Team:	How long will the exercise last? Or start/end time												
Point of Contact:	Location	Location of exercise, if known											
POC Email:	List 1 to 3 SMART objectives												
Capabilities Addressed	List primary activities to be conducted with this incident or exercise												
BIOSURVEILLANCE	List people who are participating in designing the exercise by name, agency												
COMMUNITY RESILIENCE	Point of Contact:	LPHA or Tribe:	Agency Name										
COUNTERMEASURES AND MITIGATION	POC Email:	Phone:	Phone										
<input type="checkbox"/> 12: Public Health Laboratory Testing	<table border="0"> <tr> <td style="background-color: #1a3d4d; color: white;">INCIDENT MANAGEMENT</td> </tr> <tr> <td><input type="checkbox"/> 3: Emergency Operations Coordination</td> </tr> <tr> <td style="background-color: #1a3d4d; color: white;">INFORMATION MANAGEMENT</td> </tr> <tr> <td><input type="checkbox"/> 4: Emergency Public Information and Warning</td> </tr> <tr> <td><input type="checkbox"/> 6: Information Sharing</td> </tr> <tr> <td style="background-color: #1a3d4d; color: white;">SURGE MANAGEMENT</td> </tr> <tr> <td><input type="checkbox"/> 5: Fatality Management</td> </tr> <tr> <td><input type="checkbox"/> 7: Mass Care</td> </tr> <tr> <td><input type="checkbox"/> 10: Medical Surge</td> </tr> <tr> <td><input type="checkbox"/> 15: Volunteer Management</td> </tr> </table>			INCIDENT MANAGEMENT	<input type="checkbox"/> 3: Emergency Operations Coordination	INFORMATION MANAGEMENT	<input type="checkbox"/> 4: Emergency Public Information and Warning	<input type="checkbox"/> 6: Information Sharing	SURGE MANAGEMENT	<input type="checkbox"/> 5: Fatality Management	<input type="checkbox"/> 7: Mass Care	<input type="checkbox"/> 10: Medical Surge	<input type="checkbox"/> 15: Volunteer Management
INCIDENT MANAGEMENT													
<input type="checkbox"/> 3: Emergency Operations Coordination													
INFORMATION MANAGEMENT													
<input type="checkbox"/> 4: Emergency Public Information and Warning													
<input type="checkbox"/> 6: Information Sharing													
SURGE MANAGEMENT													
<input type="checkbox"/> 5: Fatality Management													
<input type="checkbox"/> 7: Mass Care													
<input type="checkbox"/> 10: Medical Surge													
<input type="checkbox"/> 15: Volunteer Management													
<input type="checkbox"/> 13: Public Health Surveillance and Epidemiological Investigation													
<input type="checkbox"/> 1: Community Preparedness													
<input type="checkbox"/> 2: Community Recovery													
<input type="checkbox"/> 8: Medical Countermeasure Dispensing and Administration													
<input type="checkbox"/> 9: Medical Materiel Management and Distribution													
<input type="checkbox"/> 11: Nonpharmaceutical Interventions													
<input type="checkbox"/> 14: Responder Safety and Health													
After Action Report													
<i>To be completed within 60 days of exercise or incident completion</i>													
Strengths:	What were the strengths identified during this exercise or incident?												
Areas of Improvement:	Were there any areas of improvement identified? List all in this space, then complete improvement plan on next page.												

³⁶ A fillable template is available from HSPR Liaison.

OHA - 2019-2021 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

Improvement Plan <i>To be completed with action review and submitted to liaison within 60 days of exercise or incident completion</i>					
Name of Event or Exercise		Name of Exercise or Incident	Date(s)	Date(s) of Exercise or Incident	
CDC Public Health Capability Addressed	Issue(s)/Area(s) of Improvement	Corrective Action	Timeframe	Date Completed	
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed	
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed	
Capability Name	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
	Describe the issue or refer to an item number in the after action report	Corrective action or planned activity	When do you expect to complete this activity?	To be filled in when completed	
		Corrective action or planned activity	To be filled in when completed	To be filled in when completed	

Program Element # 62 Overdose Prevention

OHA Program Responsible for Program Element:

Public Health Division/Center for Prevention & Health Promotion/Injury & Violence Prevention/Overdose Prevention Program

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to implement Overdose Prevention activities.

Funds provided under this Agreement are to be used to, implement strategies that prevent opioid overuse, misuse, substance use disorder, overdose, and opioid-related harms. Funds are designed to serve counties or regions with a high burden of drug opioid overdose deaths and hospitalizations. Funds should complement other opioid initiatives and leverage additional funds received by other organizations throughout the county to reduce overdose deaths and hospitalizations.

Recipients are expected to collaborate with multi-disciplinary stakeholders to develop, plan and implement an overdose emergency response plan and collaborate with other opioid related projects within the county that address community's challenges related to drug overdose deaths

Program Components to be funded for this Program Element are:

- a. Convene or strengthen a county and/or regional multisector stakeholder coordinating body to assist with strategic planning and implementation of substance use disorder prevention efforts. Include stakeholders such as: collaborating providers and organizations, Coordinated Care Organizations, peer recovery mentor organizations, persons with lived experiences, and representatives of diverse populations.
- b. Develop, plan and implement an overdose emergency response plan. Convene and coordinate with local partners (i.e. health preparedness, law enforcement, first responders, hospital emergency departments, harm reduction partners, and others). Assess and update response plans throughout the grant period.
- c. Review, coordinate, and disseminate local data to promote public awareness of the burden and opportunities to prevent drug overdose.
- d. Establish Linkages to Care - Identify systems-level strategies in healthcare (e.g., emergency departments, outpatient settings, community programs) and public safety and courts (e.g., police, emergency response, diversion programs) to support care linkages with improved awareness, coordination, and technology.
- e. Support Providers and Health Systems - Clinical education and training based on evidence-based guidelines (e.g., CDC guidelines).
- f. Partner with Public Safety and First Responders -Data sharing across public health and public safety partners, and programmatic collaborations to share and leverage prevention and response resources.
- g. Empower individuals to make safer choices -Awareness and education informed by media campaigns, translational research for public consumption, and appropriate messaging and resources

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

- 2. **Definitions Specific to this PE** – Not Applicable.
- 3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), (http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf):
 - a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i>					<i>X = Foundational capabilities that align with each component</i>							
<i>X = Other applicable foundational programs</i>												
Establish Linkages to Care		*				X	X	X	X	X	X	X
Support Providers and Health Systems		*				X	X	X	X	X	X	X
Partner with Public Safety and First Responders		*				X	X	X	X	X	X	X
Empower Individuals to make safer choices		*				X	X	X	X	X	X	X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Health Outcome Measure:**
Opioid mortality rate per 100,000 population
- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric, Local Public Health Process Measure:**
Not Applicable

4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct activities in accordance with the following requirements:

LPHA must:

- a. Submit local program work plan and local program budget to OHA for approval.
- b. Engage in activities as described in its local program work plan, which has been approved by OHA.
- c. Use funds for this Program Element in accordance with its local program budget, which has been approved by OHA. Modification to the local program budget may only be made with OHA approval.
- d. Ensure that staffing is at the appropriate level to address all sections in this Program Element. LPHA must designate or hire a lead staff person to carry out and coordinate all the activities described in this Program Element, and act as a point of contact between the LPHA and OHA.
- e. Provide the workspace and administrative support required to carry out the grant-funded activities outlined in this Program Element.
- f. Attend all Overdose Prevention meetings reasonably required by OHA. Travel expenses shall be the responsibility of the LPHA.
- g. Cooperate with OHA on program evaluation throughout the duration of this Agreement, as well as with final project evaluation.
- h. Meet with a state level evaluator soon after execution of this Agreement to help inform the OHA evaluation plan.

5. **General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of this Agreement. These reports must be submitted to OHA each quarter on the following schedule:

Fiscal Quarter	Due Date
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

6. Reporting Requirements.

- a. LPHA must have on file with OHA an approved Work Plan no later than November 1st of each year. LPHA must implement Overdose Prevention activities in accordance with its approved Work Plan. Modifications to the plan may only be made with OHA approval.
- b. LPHA must submit quarterly Progress Reports.
- c. In addition to Section 6, General Revenue and Expense Reporting, LPHA must submit quarterly -Overdose Prevention Expense Reports.
- d. OHA will provide the required format and current service data for use in completing the Work Plan, Progress and Expense Reports.

7. Performance Measures.

- a. LPHA must operate the Overdose Prevention Program described in its local Work Plan and in a manner designed to make progress toward achieving the following Public Health Accountability Metric -- Prescription opioid mortality rate per 100,000 population
- b. If LPHA completes fewer than 75% of planned activities in the description above, for two consecutive calendar quarters in one state fiscal year, will not be eligible to receive funding under this Program Element in the next state fiscal year.

**Attachment B
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division			
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021	
4) OHA Public Health Funds Approved			
Number	Program	Previous Award Balance	Current Award Balance
PE01-01	State Support for Public Health	\$506,554.00	\$506,554.00
PE02	Cities Readiness Initiative	\$35,546.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$165,988.00	\$165,988.00
PE13-01	Tobacco Prevention and Education Prgram (TPEP)	\$275,286.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$191,491.00
PE40-02	WIC NSA: October - June	\$574,475.00	\$574,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$18,191.00
PE40-04	BFPC: October - June	\$54,574.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$53.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$35,527.00

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020		This Action Amendment
				FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE44-01	SBHC Base	\$300,000.00	\$0.00	\$300,000.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00
PE62	Overdose Prevention-Counties	\$0.00	\$123,545.00	\$123,545.00
		\$3,468,990.00	\$123,545.00	\$3,592,535.00

5) Foot Notes:	
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report			
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)			
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.			
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).			
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
6) Comments:				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount.			
PE02				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21			
PE12	08/2020: Amending to revise PE12 language			
PE13-01				
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.			
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.			
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion			
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed			
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020			
PE40-04				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020		This Action Amendment
				FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE44-01				
PE44-02				

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, August 1, 2020	This Action Amendment FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE46-05				
PE50				
PE51-01				
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21			

7) Capital outlay Requested in this action:			
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 C
Information required by CFR Subtitle B with guidance at 2 CFR Part 200



Federal Award Identification Number:	[REDACTED]	[REDACTED]	[REDACTED]
Federal Award Date:	[REDACTED]	[REDACTED]	[REDACTED]
Performance Period:	[REDACTED]	[REDACTED]	[REDACTED]
Awarding Agency:	[REDACTED]	[REDACTED]	[REDACTED]
CDFA Number:	[REDACTED]	[REDACTED]	[REDACTED]
CDFA Name:	[REDACTED]	[REDACTED]	[REDACTED]
Total Federal Award:	[REDACTED]	[REDACTED]	[REDACTED]
Project Description:	[REDACTED]	[REDACTED]	[REDACTED]
Awarding Official:	[REDACTED]	[REDACTED]	[REDACTED]
Indirect Cost Rate:	[REDACTED]	[REDACTED]	[REDACTED]
Research and Development (T/F):	[REDACTED]	[REDACTED]	[REDACTED]
PCA:	82367	52302	TBD
Index:	[REDACTED]	[REDACTED]	[REDACTED]

Agency	DUNS No.	[REDACTED]	[REDACTED]	[REDACTED]
Clackamas	096992656	[REDACTED]	[REDACTED]	[REDACTED]

September 24, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Change Order #2 between Clackamas County and
3 Kings Environmental, Inc. for the
Clackamas County Health Centers Building Demolition Project**

Purpose/ Outcome	Change Order #2 is to pay for additional site demolition expenses related to soil contamination clean-up issues on behalf of Clackamas County Health Centers new Sandy Clinic Site. The address is 38931 Highway 26, Sandy, Oregon 97055.
Dollar Amount and Fiscal Impact	Original 3 Kings Environmental, Inc. Demolition Contract:.....\$ 79,333.00 Change Order No.1-H3S Approved, time extension:.....\$ 0.00 Change Order No.2-BCC Pending nine items:.....\$121,545.30 New 3 Kings Environmental Demolition Contract Total:.....\$200,878.30 No County General Funds will be used for this project.
Funding Source	Health Centers – Fund Balance
Duration	June 15, 2020 through September 3, 2020.
Previous Board Action/ Review	The BCC approved for H3S-Health Centers to purchase the property (land and existing 1 story building) for \$808,780 dollars August 22, 2019.
Strategic Plan Alignment	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
Counsel Review	This item is a Change Order to the existing 3 Kings Environmental, Inc. Contract. 1. Date of Counsel review: March 23, 2020 2. A.N.
Procurement Review	Was the item processed through Procurement? No. Health Centers and Community Development publicly bid this project.
Contact Person(s)	Deborah Cockrell – Health Centers Director: 503-742-5495/ Cell 503-756-9674
Contract No.	H3S 9762

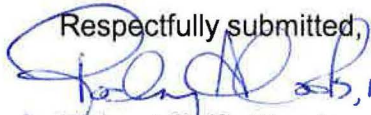
BACKGROUND: The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Change Order #2. These changes are for additional equipment, labor and materials to close out the Health Centers Building Demolition Project, in Sandy, Oregon. There is a deduction line item for work in the Right-Of-Way, because the City of Sandy requires these items to be a part of the New Clinic Building Project. There are eight additional items to the Demolition Contract to include; removal of shallow Concrete Basement, expedited testing for a Concrete Oil Vault, remove an oversized Concrete Footing, remove the Contaminated Soil and Sand, compact Fill Materials, remove existing Shrubs on site, Geo-Tech review and site work, as well as 17 Soil Test Samples. Time was of the essence, once 3 Kings Environmental, Inc. discovered contaminated soil and sand beneath the last existing building remnants as required by State of Oregon DEQ, the County became responsible for remediation. The Project Coordinator, Project Architect, Structural Engineer and 3 Kings Environmental, Inc. met on site August 11, to determine the best approach to resolve the soil issue. The site is back-filled to State of Oregon DEQ requirements.

Healthy Families. Strong Communities.

All parties agree with these nine items to the 3 Kings Environmental, Inc. Contract. Health Centers Staff has reviewed the additional costs and support this Change Order for \$121,545.30. 3 Kings Environmental, Inc. was selected through a competitive lowest bid process.

RECOMMENDATION: We recommend the approval of this Change Order #2 to the Demolition Contract with 3 Kings Environmental, Inc., and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



asst, H3S Deputy / FOW

Richard Swift, Director
Health, Housing and Human Services

AGREEMENTS/CONTRACTS

New Agreement/Contract

X Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: **Health, Housing Human Services
Community Development**

PURCHASING FOR: **Contracted Services**

OTHER PARTY TO

CONTRACT/AGREEMENT: **3 Kings Environmental, Inc.**

BOARD AGENDA ITEM

NUMBER/DATE:

DATE: **9/24/2020**

PURPOSE OF

CONTRACT/AGREEMENT: 3 Kings Environmental, Inc. was the lowest, responsive bidder for this Demolition Building Project, This is the location for the New Sandy Health Clinic. The address is: 39831 Highway 26, Sandy, Oregon 97055

This Change Order (No.2) is for unforeseen conditions during the Building Demolition Project, at the New Sandy Health Center Site. Location of 38931 Highway 26, Sandy, Oregon 97055. The work is to over expenses due to 3 Kings Environmental, Inc. Most (90-95%) of this Change Order is to remove contaminated soil and sand from the site.

H3S CONTRACT NUMBER: **9762**

CHANGE ORDER FORM

3 Kings Environmental, Inc.
PO Box 280
Battle Ground, WA 98604

Project Coord.
 Contractor
 H3S Director

Project Name: Health Centers Building Demolition Project
Project Address: 38931 Highway 26
Sandy, OR 97055

Change Order No: **2**
Contract Date: **6/8/2020**
Change Order Date: **9/10/20**
Notice to Proceed: **6/15/2020**

To: Clackamas County-Com. Dev. & Health Ctrs.
2051 Kaen Road, Suite #245
Oregon City, Oregon 97045

H3S Contract No.: **9762**

The following changes have been authorized by Clackamas County-Community Development & Health Centers. See the listed changes (i.e. decrease and increases) to the project and are deemed as changes to the original construction contract:

Deduction (-):

1. Credit for Work not Performed (All Saw-cutting in Right-Of-Way, Dry Well in Right-Of-Way, Not Removal of Driveway Aprons along Pleasant Street in Right-Of-Way).....- \$ 550.00

Additions (+):

1. Remove and dispose of shallow Concrete Basement walls and steps 4'-5'.....\$ 500.00
2. Expedited Soil Test for Concrete Vault by Laboratory/Report.....\$ 2,350.00
3. Remove (6'x10'x 3'6") Oversized Concrete.....\$ 9,310.00
4. Remove Contaminated Soil/Sand (676.5 Tons X \$125 Per Ton).....\$84,562.50
5. Fill Materials (\$569.9 X \$32 Per Ton).....\$18,236.80
6. Removal of Shrubs at corner of Ten Eyck and Hwy 26 not include in Bid Packet...\$ 1,872.00
7. Geotech review and sitework.....\$ 1,614.00
8. Soil Testing Samples (Various and Closing).....\$ 3,650.00

Item 1 (Deduction) and 7 (Additions) equal 8 Total Items for Change Order No.2.....\$121,545.30


Attached is the supporting documentation.

Original Contract Price	\$ 79,333.00
Net Change by Previous Change Orders (No. 1)	\$ 0.00
Contract Price prior to this Change Order	\$ 79,333.00
Contract Price will be (increased) (unchanged) by this Change Order (No.2).....	\$121,545.30
The new Contract Price including this Change Order will be	\$200,878.30

The Contract Time will be increased by this Change Order (0) calendar days. Change Order No.1 extended the 3 Kings Environmental Contract to Final Completion Date of September 8, 2020. All of the Site Work per the Contract was completed by September 3, 2020.

Approved:

Approved: VIA EMAIL

by:  9/10/2020
Ron King, President (date)
3 Kings Environmental, Inc.

by: **Deborah Cockrell** 9/10/2020
Deborah Cockrell, Director FQHC (date)
Clackamas County Health Centers

Approved:

Approved:

by:  9/14/2020
Steve Kelly, Project Coordinator (date)
Clack. Cty. Com. Dev. & Health Ctrs.

by: _____ (date)
Richard Swift, Director
Health, Housing and Human Services
Department



INVOICE

INVOICE NO
11478

SOLD TO Clackamas County
2051 Kaen Rd.
Oregon City, OR 97045

SHIP TO 220070--Clackamas Co Health Cntr
Demo
39831 Hwy 26
Clackamas Co
Sandy, OR 97055

ACCOUNT NO	PO NUMBER	TERMS	INVOICE DATE	PAGE
CLAC0003		On Rcpt	9/10/2020	1

PAY APP #3 - 08/01/20 thru 09/03/20

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	676.5	Tons, Remove PCS	125.00	84,562.50
	569.9	Tons, Fill Material	32.00	18,236.80
	1	Report	2,350.00	2,350.00
	1	Closing Samples	1,250.00	1,250.00
	16	Ea, Addtl Samples	150.00	2,400.00
	1	Oversized Concrete	9,310.00	9,310.00
	1	Credit for Work not Performed	-550.00	-550.00
	1	Removal of Plants	1,872.00	1,872.00
	1	Removal of Pit & Stairs	500.00	500.00
	1	Geotech	1,614.00	1,614.00

ITEM TOTAL 121,545.30
RETENTION -6,077.27

TOTAL AMOUNT 115,468.03

Please remit to: PO Box 280, Battle Ground, WA 98604
For questions call (360)666-5464 * (888)435-4647 * (253)750-0908

There will be an 18% per annum, or legal maximum allowed under statutory guidelines, finance charge assessed on all past due invoices.

Ron King

From: Presley Turin <pturin2@yahoo.com>
Sent: Wednesday, September 02, 2020 10:21 AM
To: Ron King
Subject: Total Yardage for 3 Kings Environmental

Hello,

Per our phone conversation: Here is the yards per load for the trucks over the last couple of days.

YARDS- TOTAL YARDAGE: 393.04 YDS

- 14.48
- 14.52
- 14.53
- 14.49
- 13.87
- 15.06
- 14.35
- 14.86
- 15.17
- 14.83
- 13.84
- 14.82
- 14.32
- 15.05
- 14.35
- 15.02
- 14.40
- 14.54
- 14.48
- 14.50
- 14.32
- 14.80
- 14.36
- 14.35
- 14.92
- 14.55
- 14.26

Rock Hill
USE 1.45 TONS CONVERSION TO

Please let me know if you have any questions.

Thank You
Presley Turin
503-622-4900

CONTAMINATED SOIL

TONAGE

Date 08/31/20
Time 08:39:21

Wasco County Landfill

Vehicle Analysis Report

Detailed report for for the period 08/01/2020 - 08/31/2020

Sites: 1, 2

Vehicles - ZZZZZZZZZZ and Accounts 455 - 455 Vehicle Types - ZZ



Vehicle	Roll-Off	Customer	Material	Date	Tickets	Gross Wt.	Tare Wt.	Net Wt.	
19-130		THREE KINGS ENVIRO	ASB-O	08/07/20	01-00342584	25.48	18.43	7.05	
19-130		THREE KINGS ENVIRO	ASB-O	08/26/20	01-00344513	27.84	19.08	8.76	
19-130		THREE KINGS ENVIRO	ASB-O	08/28/20	01-00344837	25.56	18.99	6.57	
Total						3	78.88	56.50	22.38
Average							26.29	18.83	7.46
20-018		THREE KINGS ENVIRO	PCS-O	08/13/20	02-00007895	0.00	0.00	-27.70	
20-018		THREE KINGS ENVIRO	PCS-O	08/13/20	01-00343129	47.79	20.09	27.70	
Total						2	47.79	20.09	0.00
Average							23.90	10.05	0.00
20-138		THREE KINGS ENVIRO	PCS-O	08/07/20	01-00342586	22.94	9.95	12.99	
20-138		THREE KINGS ENVIRO	PCS-O	08/10/20	01-00342725	51.92	27.61	24.31	
20-138		THREE KINGS ENVIRO	PCS-O	08/12/20	01-00343064	50.49	27.61	22.88	
20-138		THREE KINGS ENVIRO	PCS-O	08/28/20	01-00344838	23.46	9.93	13.53	
Total						4	148.81	75.10	73.71
Average							37.20	18.78	18.43
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341884	51.36	20.06	31.30	
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341895	53.17	22.99	30.18	
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341947	51.64	22.65	28.99	
20-147		THREE KINGS ENVIRO	PCS-O	08/03/20	01-00341976	48.71	20.05	28.66	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342048	49.54	20.13	29.41	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342058	50.66	22.67	27.99	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342064	46.41	22.81	23.60	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342145	51.88	20.07	31.81	
20-147		THREE KINGS ENVIRO	PCS-O	08/04/20	01-00342157	55.30	23.05	32.25	
20-147		THREE KINGS ENVIRO	PCS-O	08/05/20	01-00342237	50.83	22.50	28.33	
20-147		THREE KINGS ENVIRO	PCS-O	08/14/20	01-00343312	47.64	23.04	24.60	
20-147		THREE KINGS ENVIRO	PCS-O	08/20/20	01-00343868	50.10	20.12	29.98	
20-147		THREE KINGS ENVIRO	PCS-O	08/20/20	01-00343878	50.63	23.06	27.57	
20-147		THREE KINGS ENVIRO	PCS-O	08/20/20	01-00343983	46.66	20.07	26.59	
20-147		THREE KINGS ENVIRO	PCS-O	08/21/20	01-00344044	49.04	23.15	25.89	
20-147		THREE KINGS ENVIRO	PCS-O	08/21/20	01-00344145	49.19	22.94	26.25	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344386	51.27	23.04	28.23	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344388	53.77	22.71	31.06	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344390	49.84	20.11	29.73	
20-147		THREE KINGS ENVIRO	PCS-O	08/25/20	01-00344453	53.06	22.90	30.16	

CONTAMINATED SOIL

Date 08/31/20
Time 08:39:21

Wasco County Landfill

Vehicle Analysis Report

Detailed report for for the period 08/01/2020 - 08/31/2020

Sites: 1, 2

Vehicles - ZZZZZZZZ and Accounts 455 - 455 Vehicle Types - ZZ

Vehicle	Roll-Off	Customer	Material	Date	Tickets	Gross Wt.	Tare Wt.	Net Wt.	
20-147		THREE KINGS ENVIRO	PCS-O	08/26/20	01-00344529	50.25	20.04	30.21	
Total						21	1060.95	458.16	602.79*
Average							50.52	21.82	28.70
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/03/20	01-00341919	39.25	22.98	16.27	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/04/20	01-00342056	39.49	23.07	16.42	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/04/20	01-00342112	51.38	29.56	21.82	
WC-455		THREE KINGS ENVIRO	OFFLOADING	08/04/20	01-00342134	43.89	24.05	0.00	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/04/20	01-00342134	43.89	24.05	19.84	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342186	52.61	30.65	21.96	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342211	44.14	22.90	21.24	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342308	51.69	29.62	22.07	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/05/20	01-00342322	46.89	22.99	23.90	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/06/20	01-00342371	51.29	30.67	20.62	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/06/20	01-00342431	47.86	22.99	24.87	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/11/20	01-00342832	52.59	30.23	22.36	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/11/20	01-00342943	52.73	30.65	22.08	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/17/20	01-00343482	51.90	30.55	21.35	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/18/20	01-00343551	51.60	30.59	21.01	
WC-455		THREE KINGS ENVIRO	MSW-O	08/26/20	01-00344514	18.85	11.11	7.74	
WC-455		THREE KINGS ENVIRO	SPEC-OTH	08/27/20	01-00344652	52.04	29.51	22.53	
Total						17	792.09	446.17	326.08
Average							46.59	26.25	19.18
Report Total						47	2128.52	1056.02	1024.96
Report Average							45.29	22.47	21.81

704.2

676.5



3 Kings Environmental
1311 SE Grace Ave
Battle Ground, WA 98604

Project: Clackamas County
Project Number: 220070
Project Manager: Brett MacDonald

7/20 2 D_x
1 V_{OC}
1 PAH
1 Total Metal
1 PCB_s
8/4 10 D_x
8/20 8 D_x

CHAIN OF CUSTODY RECORD

Page 1 of 1

PO: C-1909

Normal Turn-Around
 Rush Turn-Around

Specify Completion Date

Project Manager: Brett MacDonald
Project Name: Clackamas County - Sixy Dam
Project Number: 220070 State: OR
Samples Collected by: Brett MacDonald
Laboratory: Apex Labs



3 Kings Environmental, Inc.
1311 SE Grace Ave
Battle Ground, WA 98604

P: 360.566.5464
F: 360.566.8202
www.3kings.com

Date	Time	Sample ID	Matrix	Number of Containers	NWTPH - DX	NWTPH - GX	BTEX	VOCs	PAHs	Total 8 Metals	PCBs	Comments	Lab ID.
7/20/20	10:30	SS-1	S	1	X		X	X	X	X	X	Possible White Oil Analysis	
	12:10	SS-2	S	1	X		X	X	X	X	X		

Relinquished By: <u>[Signature]</u> Company: <u>3 Kings Env</u>	Received By: <u>[Signature]</u> Company: <u>Apex Labs</u>	Date: <u>7-1-20</u>
--	--	---------------------

Please send reports electronically to bmacdonald@3kings.com by the specified turn-around. Reports can be sent to af@3kings.com

Apex Laboratories

[Signature]

Darrell Auvil, Project Manager

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.



Apex Laboratories, LLC

6700 S.W. Sandburg Street
 Tigard, OR 97223
 503-718-2323
 ORELAP ID: OR100062

3 Kings Environmental
 1311 SE Grace Ave
 Battle Ground, WA 98604

Project: Clackamas County-Sandy Demo

Project Number: 220070
 Project Manager: Brett MacDonald

Report ID:
 A0H0095-08 11 20 1224

CHAIN OF CUSTODY RECORD

Page 1 of 1

A0H0095



3 Kings Environmental, Inc.
 1311 SE Grace Ave
 Battle Ground, WA 98604

p. 360.666.5464
 f. 360.666.8202
 www.3kings.com

Project Manager: Ron King
 Project Name: Clackamas County - Sandy
 Project Number: 220070 State: OR
 Samples Collected by: Brett MacDonald
 Laboratory: Apex Labs

PO: C-1975

Normal Turn-Around
 Rush Turn-Around

Specify Completion Date

Date	Time	Sample ID	Matrix	Number of Containers	NWTRM-DX	NWTRM-GX	BTEX	VOCs	PAHs	Total & Metals	PCBs	Lab Job No.	Temperature	Comments	Lab ID
8/4/20	1215	EVI 1	S	1	X										
1230		N-Well e.g.		1	X										
1235		S-Well e.g.		1	X										
1240		S-Well e.g.		1	X										
1245		N-Well e.g.		1	X										
1210		SE-Well e.g.		1	X										
1315		SE-Well e.g.		1	X										
1340		SE-Well e.g.		1	X										
1345		N-Well e.g.		1	X										
1400		N-Well e.g.		1	X										

Relinquished By: *[Signature]*
 Company: 3 Kings Environmental
 Received By: *[Signature]*
 Company: Apex Labs
 Date: 8/15/20
 Time: 11:30

Apex Laboratories

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Darrell Auvil

Darrell Auvil, Project Manager



Apex Laboratories, LLC

6700 S.W. Sandburg Street
 Tigard, OR 97223
 503-718-2323
 ORELAP ID: OR100062

3 Kings Environmental
 1311 SE Grace Ave
 Battle Ground, WA 98604

Project: **Clackamas County-Sandy Demo**
 Project Number: **220070**
 Project Manager: **Brett MacDonald**

Report ID:
A0H0533 - 08 24 20 1717

Page 1 of 1

PO: **C-1913**

Normal Turn-Around
 Rush Turn-Around
3/24 by 17:00
 Specify Completion Date

CHAIN OF CUSTODY RECORD

Project Manager: Brett MacDonald
 Project Name: Clackamas County Sandy Site State: OR
 Project Number: 220070
 Samples Collected by: Brett MacDonald
 Laboratory: Apex Labs

3 KINGS
 ENVIRONMENTAL - EXCAVATING - DEMO
 3 Kings Environmental, Inc.
 1311 SE Grace Ave
 Battle Ground, WA 98604
 P. 360.686.5464
 F. 360.686.8202
 www.3kings.com

A0H0533

Date	Time	Sample ID	Matrix	Number of Containers	NMTPH - DX	NMTPH - GX	BTEX	VOCs	PAHs	Total & Metals	PCBs	Comments	Lab I.D.	Date	Time
08/20	08:00	Bench S-Base 5'	S	1	X										
08/20	08:00	Bench N-Base 5'	S	1	X										
08/20	08:40	S-Base c 11'		1	X										
08/20	08:45	N-Base c 11'		1	X										
08/20	09:15	N-Base c 9'		1	X										
08/20	09:10	MC-Base c 9'		1	X										
08/20	08:25	E-Base 11-9'		1	X										
08/20	08:35	E-Base 11-9'		1	X										

Lab Job No. _____
 Temperature _____

Received By: [Signature] Date: 8/24/20 Time: 17:40
 Company: Apex Labs

Received By: _____
 Company: _____

Please send reports electronically to brmac@3kingsinc.com by the specified turn-around.
 Invoicing can be sent to afk@3kingsinc.com

Apex Laboratories

[Signature]

Darrell Auvil, Project Manager

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

INVOICE

REDMOND GEOTECHNICAL SERVICES, LLC
P.O. BOX 20547
Portland, Oregon 97294
(503) 285-0598

September 2, 2020

Mr. Ron King
3 Kings Environmental, Inc.
15001 NE 10th Avenue
Vancouver, Washington 98685

Re: Geotechnical Consultation and Construction Monitoring Services
Proposed Sandy Health Center Site
39831 Highway 26
Sandy, Oregon
Project No. 1819.003.C

Services Rendered

<u>Date(s)</u>	<u>Description</u>	<u>Fees</u>
8/11/20-9/01/20	0.5 hours of Clerical Typist @ \$40.00/hr.	\$20.00
8/11/20-9/01/20	10.0 hours of Engineering Technician @ \$65.00/hr.	\$650.00
8/11/20-9/01/20	1.0 hours of Staff Engineer @ \$125.00/hr.	\$125.00
8/11/20-9/01/20	2.0 hours of Project Engineer @ \$150.00/hr.	\$300.00
8/11/20-9/01/20	150 vehicle miles @ \$0.50/mile	\$75.00
8/11/20-9/01/20	1 laboratory Maximum Density test @ \$175.00/each	\$175.00
	Total Due:	\$1,345.00

Note: Our terms are net 30 days after invoicing. Payments received after 30 days may be assessed interest at the rate of 1.5% per month

2020 King
1614.-

September 24, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement from the
U.S. Department of Housing and Urban Development (HUD), Continuum of Care Program
for the HOPE II Leasing Program, for the Purpose of Providing Permanent Supportive
Housing

Purpose/Outcome	This is a grant renewal from HUD to provide permanent housing and services for the homeless through the HOPE Leasing Program.
Dollar Amount and Fiscal Impact	Agreement is for an amount not to exceed \$78,537
Funding Source	HUD – The grant requires a 25% match of in-kind contribution which is met through state Emergency Housing Account (EHA) funds and Community Services Block Grant (CSBG) funds. No County General Funds are involved.
Duration	July 1, 2020 to June 30, 2021
Previous Board Action/Review	BCC Agenda Item #A.1 dated 8/1/219 Approval of Application
Strategic Plan Alignment	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 9/9/20 AN
Procurement Review	Was the item processed through Procurement? No, this is a grant revenue agreement
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S# 9858

BACKGROUND:

Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal grant agreement from the U.S. Department of Housing and Urban Development, Supportive Housing Program for the HOPE II Leasing Program for the purpose of providing permanent housing. Homeless and chronically homeless, disabled (veteran and non-veteran), single adults and families receive support services, case management and housing with the use of these grant funds. The program assists families in seeking and maintaining permanent housing by paying for housing deposits and rental assistance. Up to four households receive assistance each year.

The value of this grant agreement renewal is \$78,537. The agreement is effective January 1, 2021 through December 31, 2021. This agreement was approved by County Counsel on September 9, 2020

RECOMMENDATION:

Staff recommends the approval of this renewal agreement and that Richard Swift, Director of Health, Housing & Human Services, be authorized to sign all documents necessary on behalf of the Board of Commissioners.

Respectfully submitted,



Leah A. Swift, HHS Deputy / FOR

Richard Swift, Director
Health, Housing and Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9858 **Division:** SS Subrecipient
Board Order #: **Contact:** Diridoni, Jessica Revenue
 Program Contact: Amend # \$
 Silver, Erika Procurement Verified
 Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, September 24, 2020

CONTRACT WITH: U.S. Department of Housing and Urban Development

CONTRACT AMOUNT: \$78,537.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | | | |
|---|-----------------------|---|---------------|
| <input type="checkbox"/> Full Fiscal Year | _____ - _____ | <input type="checkbox"/> 4 or 5 Year | _____ - _____ |
| <input type="checkbox"/> Upon Signature | _____ - _____ | <input type="checkbox"/> Biennium | _____ - _____ |
| <input checked="" type="checkbox"/> Other | 1/1/2021 - 12/31/2021 | <input type="checkbox"/> Retroactive Request? | _____ - _____ |

INSURANCE

 What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why:

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why:

Professional Liability: Yes No, not applicable No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

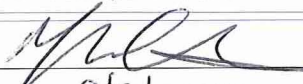
Yes by: Andrew Naylor _____ Date Approved: Wednesday, September 9, 2020

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____


9/9/2020

H3S Admin Date Received: _____
Only Date Signed: _____
 Date Sent: _____

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: **Health, Housing Human Services
Social Services**

PURCHASING FOR: **Contracted Services**

OTHER PARTY TO

CONTRACT/AGREEMENT: **U.S. Department of Housing and Urban Development**

BOARD AGENDA ITEM

NUMBER/DATE:

A.3

DATE: **9/24/2020**

PURPOSE OF

CONTRACT/AGREEMENT:

HOPE II SHP leasing program Continuum of Care grant funds

H3S CONTRACT NUMBER: **9858**



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
1220 SW 3rd Avenue
Suite 400
Portland, OR 97204-2830

Grant Number: OR0141L0E071908
Tax ID Number: 93-6002286
DUNS Number: 096992656

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County Department of Health, Housing and Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$78,537, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

Project No.	Grant Term	Performance Period	Total Amount
OR0141L0E071908	12 months	01-01-2021 - 12-31-2021	\$78,537
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$71,916
g. Supportive services			\$6,000
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$621
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

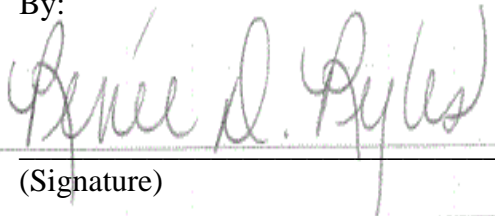
The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Renee Ryles, Director

(Typed Name and Title)

August 21, 2020

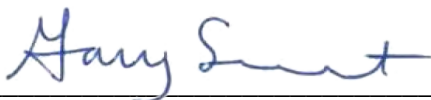
(Date)

RECIPIENT

Clackamas Dept. Health, Housing & Human Svcs

(Name of Organization)

By:



(Signature of Authorized Official)

Gary Schmidt, County Administrator

(Typed Name and Title of Authorized Official)

9/17/2020

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



September 24, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Modification No. 1 to a Grant and Cooperative Agreement L18AC00108
 Between Clackamas County and the Department of Interior
 Bureau of Land Management Oregon State Office for the Dump Stoppers Program

Purpose/Outcomes	Business & Community Services County Forest division manages the Dump Stoppers program, which provides illegal dumping prevention and cleanup services on county and federal forest lands. This amendment continues grant funding for the Dump Stoppers program.
Dollar Amount and Fiscal Impact	\$42,000 of BLM Oregon State funds has been awarded with Modification No. 1 to agreement number L18AC00108. There are no matching funds required for this grant.
Funding Source	BLM – OR-ST OFC Proc Mgmt Br (OR952)
Duration	September 8, 2018 through September 8, 2021
Previous Board Action	Approval of Grant and Cooperative Agreement L18AC00108 on September 20, 2018, Agenda Item No. G.1
Strategic Plan Alignment	<p>1. Approving this amendment aligns with the Business and Community Services output measure of # pounds of solid waste removed from our forests by supporting the Dump Stoppers solid waste removal program.</p> <p>2. The amendment supports the Board of County Commissioner’s goal to Honor, Utilize, Promote and Invest in our Natural Resources, by maintaining clean and healthy forests so they can contribute to goals of being carbon neutral by 2050.</p>
County Counsel Review	September 8, 2020, ARN
Procurement Review	<p>Was the item processed through Procurement? No</p> <p>As a grant amendment, the item was not subject to processing through Procurement.</p>
Contact Person	<p>Sarah Eckman, Deputy Director, 503-709-7900</p> <p>Tom Riggs, Interim County Parks & Forest Manager, 503-781-3137</p>
Contract No.	L18AC00108

BACKGROUND: Business & Community Services County Forest division Dump Stoppers program was created in 2003 to address the chronic and growing problem of waste dumping on forested lands in Clackamas County. The program goals are to: 1) clean up identified dump sites on 790,000 acres of program partner lands; 2) enforce anti-dumping laws; and 3) educate the public about the negative consequences of illegal dumping. Funds through the Bureau of Land Management provide for Dump Stoppers staff labor, vehicle operation costs, and abandoned vehicle tow expenses.

RECOMMENDATION: Staff respectfully recommends the Board approve Modification No. 1 to BLM Grant and Cooperative Agreement L18AC00108. The agreement does not require signature by County representative.

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business & Community Services

Grant and Cooperative Agreement

CHOOSE ONE:
 COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L18AC00108	2. SUPPLEMENT NUMBER 0001	3. EFFECTIVE DATE 08/25/2020	4. COMPLETION DATE 09/08/2021
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5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) CLACKAMAS, COUNTY OF Attn: Sarah Eckman 2051 KAEN RD OREGON CITY OR 970454302	6. ISSUED BY BLM OR-ST OFC PROC MGMT BR (OR952) Mailing Address: 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204
--	---

7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Sarah Eckman 503-742-4303
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3UFZ9	

10. RESEARCH, PROJECT OR PROGRAM TITLE
BLM OR/WA Clackamas County Dumpstoppers

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (Approximately)
09/08/2018 through 09/08/2021

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$30,000.00	PREVIOUS	\$30,000.00
THIS ACTION	\$42,000.00	THIS ACTION	\$42,000.00
CASH SHARE	\$0.00	TOTAL	\$72,000.00
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$0.00		
TOTAL	\$72,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
See Schedule

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
See Schedule			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	PO James B Hughes		503-375-5668	jbhughes@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Shelli Timmons		(503) 808-6295	srtimmons@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:
Federal Land Policy and Management Act of 1976 (FLPMA), 43 USC 1737 (b), PL 94-579, as amended.

17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT	18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS
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UNITED STATES OF AMERICA	COOPERATIVE AGREEMENT RECIPIENT
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CONTRACTING/GRANT OFFICER	DATE	AUTHORIZED REPRESENTATIVE No Signature Required	DATE
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Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00020	<p>CFDA Number: 15.233 DUNS Number: 096992656 Funding Opportunity Number: L18AS00022 Required Cost Sharing/Matching: N/A Indirect Cost Rate: None</p> <p>Required Periodic Status Reporting Performance Reports: Annual SF425 Financial Reports: Annual</p> <p>E-mail Reports To: blm_or_so_fa_reports@blm.gov</p> <p>Refer to Attachment No. 1 for Award Terms and Conditions</p> <p>11. PURPOSE: The purpose of this modification is to continue support of the program and to add funds as previously approved and as shown in Box 13 and 14. In the event of a site/facility closure, the Recipient shall not perform or make deliveries to the site/facility until it is reopened by the Government, unless otherwise instructed by the Grants Management Officer or Program Officer. Key contacts have been revised. Legacy Doc #: BLM Admin Office: BLM OR-ST OFC PROC MGMT BR(OR952) 1220 SW 3rd Avenue, 12th Floor PORTLAND OR 97204 Period of Performance: 09/08/2018 to 09/08/2021</p> <p>#626 Support for the Dumpstopper program Obligated Amount: \$22,000.00 Requisition No: 0020212061</p> <p>Continued ...</p>				22,000.00

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00030	<p>Accounting Info: 01 Account Assignm: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLORN01000 Functional Area: L63200000.DD0000 Fund: 20XL1116AF Fund Center: LLORN01000 PR Acct Assign: 01 Funded: \$22,000.00 Period of Performance: 08/25/2020 to 09/08/2021</p> <p>#2238 CLACKAMAS COUNTY DUMPSTOPPERS Obligated Amount: \$20,000.00 Requisition No: 0020214702</p> <p>Accounting Info: 01 Account Assignm: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLORN01000 Functional Area: L16440000.HO0000 Fund: 20XL1109AF Fund Center: LLORN01000 PR Acct Assign: 01 Funded: \$20,000.00 Period of Performance: 08/25/2020 to 09/08/2021</p> <p>KEY OFFICIALS Grants Management Specialist (GMS) Shelli Timmons Bureau of Land Management, OR/WA State Office PO Box 2965, Portland OR 97208 Telephone: 503-808-6295 Email: srtimmons@blm.gov</p> <p>Program Officer (PO) James Hughes Bureau of Land Management 1717 Fabry Road SE Salem OR 97306 Telephone: (503) 375-5668 Continued ...</p>				20,000.00

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>E-mail: jbhughes@blm.gov</p> <p>Award Recipient Program Coordinator David Chase Clackamas County 150 Beaver creek Road Oregon City, OR 97045-4302 Telephone: 503-318-5579 Email: dchase@clackamas.us</p> <p>Award Recipient Administrative Analyst, Sr. Christina Dannenbring Clackamas County 150 Beaver creek Road Oregon City, OR 97045-4302 Telephone: 503-742-4663 Email: cdannenbring@clackamas.us</p> <p>Award Recipient Interim Division Manager Tom Riggs Clackamas County 150 Beaver creek Road Oregon City, OR 97045-4302 Telephone: 503-781-3137 Email: triggs@Clackamas.us</p>				

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

**** CONCEPTION ****

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: Clackamas County Parks & Forest Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: BLM OR/WA 2018 Master Fish and Wildlife Restoration Access
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person Initiating form): Samantha Wolf
Requestor Contact Information: 503-742-4685
Department Fiscal Representative: Chris Dannenbring, Management Analyst, Sr.
Program Name or Number (please specify): Clackamas County Dump Stoppers

Brief Description of Project:

Since 2003, Dump Stoppers has waged a successful campaign to reduce illegal dumping on public and private forest lands in Clackamas County. Using Clackamas County Dump Stoppers part-time staff, we clean up and dispose of all kinds of waste illegally dumped on forest lands. In 2018, Dump Stoppers cleaned up 68,360 pounds of solid waste, 510 pounds of scrap metal, 136 tires, and towed 8 vehicles. Since the program began in 2003, we have collected 1,154,160 pounds of solid waste, 75,311 pounds of scrap metal, 11,087 tires, 8,912 pounds of hazardous waste, and towed 510 vehicles. A deputy provided by the Clackamas County Sheriff's office patrols over 790,000 acres of lands managed by program partners, both to locate and investigate illegal dump sites and to make contacts with forest recreationists to educate them about proper disposal of waste and potential consequences of dumping.

Name of Funding (Granting) Agency: USDI BLM OR/WA Office

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

Stephanle McBride, Grant Management Specialist. Email: smcbride@blm.gov Phone: 503-808-6243

OR

Application Packet Attached: Yes No

Completed By: _____ Date: _____

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 10/28/2019
CFDA(s), if applicable: 15.233
Announcement Date: 10/28/2019 Announcement/Opportunity #: _____
Grant Category/Title: Stewardship Contract Max Award Value: \$20,000
Allows Indirect/Rate: yes Match Requirement: none
Application Deadline: 11/20/2019 Other Deadlines: _____
Grant Start Date: date of award Other Deadline Description: _____
Grant End Date: 9/8/2021
Completed By: Samantha Wolf, Program Planner
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

The grant supports conservation and stewardship activities on public spaces and supports/promotes prosperous and healthy communities for our residents, businesses, visitors, and partners.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

The grant supports the removal of debris from illegal dumpsites and dispersed and/or illegal campsites. This will enhance forest health, restore wildlife habitat, and remove harmful materials from entering our watersheds.

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

none

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

The objective of this grant are to support on-going stewardship activities on County Forests and Dump Stopper partners' forest lands, including BLM forestlands. The Dump Stoppers program meets this objective by identifying illegal dumps, cleaning up these sites, and documenting site locations and cleanup activities activities.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes, the Dump Stoppers program

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required?

If no, can staff be hired within the grant timeframe?

Yes. Two part-time seasonal Dump Stoppers staff are needed nine months of the year for dumpsite cleanup activities. Program support to include monitoring grant expenditures, preparing financial and performance reports, facilitating needed materials and equipment purchases, and providing outreach to program partners is performed by County Parks & Forest administrative staff.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes. We are partnering with several large forestland owners within the County. Public agencies include USFS, BLM, ODF, USF&W, PGE, Weyerhaeuser, Olympic Resource Management, and Port Blakely Tree Farms. Other partners include public and private waste management entities for disposal services and non-profit conservation groups with volunteer clean-up events. These partners provide funding, advisory support, access to lands, outreach opportunities to forestland recreationists.

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

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted?

If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A

Collaboration

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

Clackamas County Parks & Forest, Clackamas County Sherriff's Office, and Clackamas County Sustainability

Reporting Requirements

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

There is an annual Performance Progress report requirement

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

Program staff tracks the amount of sites reported and number of sites cleaned up. Sites are recorded by ownership and major river drainage. They also track location of trash and take photographs and collect evidence from dump sites which qualify as law enforcement cases. The Dump Stoppers deputy tracks the number of public contacts that he makes and address-of-origIn information for license plates he runs

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

The modification of this Non-Title II grant agreement we have with the BLM will require a quarterly Financial Report via the SF-425 form with a Request for Reimbursement via an SF-270 form. Administrative staff will work with County Finance to comply with these reporting requirements.

Fiscal

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

This grant, when leveraged with our other grants and allocated resources, should provide more benefit than cost to administer.

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

This grant modification will provide \$20,000 which will meet about 13% of needed resources required to operate the program In CY 2020. We have recently secured additional funding from the USFS Title II grant along with allocated funds through DTD. Our goal is to obtain enough funding from these sources to operate the program for the 2020 field season.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

None

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

Continuous. We have received BLM Non-Title II funding for the Dump Stoppers program annually from the USDI BLM since we first applied in 2012. We antcipate more funding from BLM non-Title II to cover consecutive years.

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

Yes.

Program Approval:

Rick Loren
Name (Typed/Printed)

11-27-19
Date

[Signature]
Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Rick Owen, <i>Tonest Manager</i>	11/27/19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
<i>Greg Williams</i> BCS Deputy Dir.	12/3/19	
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR **FEDERAL FUNDS**, PLEASE SEND **COPY** OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
<i>Gary Schmidt</i>	12/5/19	<i>Mary Smit</i>
Name (Typed/Printed)	Date	Signature

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

BCC Agenda Item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.
 Department: keep original with your grant file.



September 24, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #4 to the Contract with Total Golf Management Services, LLC for Management Services for the Operation of Stone Creek Golf Course

Purpose/Outcomes	The purpose is to extend the term of the current Contract through November 20, 2020 to allow the parties to negotiate a potential renewal of the Contract for an additional five-year term and for Business and Community Services to take the amendment before the Parks Advisory Board (PAB) at their October meeting. The amendment was scheduled for presentation at the September 15, 2020 PAB meeting; however, this meeting was cancelled due to the wildfires in Clackamas County.
Dollar Amount and Fiscal Impact	No fiscal impact as contract automatically extends for 180 days following June 30, 2020 if parties have not completed negotiations for a five-year extension of the agreement. County Counsel has advised that signing a limited extension would be preferable to relying on the 180 clause.
Funding Source	Golf course sales and fees.
Duration	The contract was originally executed on January 13, 2005 and as previously amended, expires on September 30, 2020. By execution of this Amendment #4, the parties agree to extend the term of the Contract through November 20, 2020 to allow the parties to negotiate a potential renewal of the Contract for an additional five-year term.
Strategic Plan Alignment	<ul style="list-style-type: none"> • This agreement supports the BCC goal of growing a vibrant economy by enhancing our local community with a sought-after municipal golf course. • This agreement also supports the BCS Economic Development goal of providing services to policymakers, community partners and businesses so they can locate or expand their business in Clackamas County by maintaining public features that attract businesses and residents to Clackamas County.
Previous Board Action	<ul style="list-style-type: none"> • Initial contract signed on January 13, 2005, and continued for an initial period of five years with the opportunity for mutually agreeable five year extensions. • Amendment #1 was signed by former BCS Director Dan Zinzer on behalf of the Board of County Commissioners (BCC) on June 30, 2009 and extended the term from January 1, 2010 through December 31, 2014. • Amendment #2 extending the contract term was signed by BCC Board Chair John Ludlow on December 18, 2014, extending the term from January 1, 2015 through June 30, 2020. • Amendment #3 extending the contract term was signed by BCC Board Chair Jim Bernard on July 16, 2020, extending the term through September 30, 2020.
Counsel Review	This amendment #4 was reviewed and approved as to form by County Counsel on September 16, 2020. ARN

Contact Person	Laura Zentner, BCS Director, 503.742.4351 Sarah Eckman, BCS Deputy Director, 503.742.4303
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BACKGROUND:

Clackamas County has had a contract with Total Golf Management Services, LLC (TGMS) for management services for the operation of Stone Creek Golf Club since 2005. TGMS has done an exceptional job of managing the operations of the golf course and associated facilities.

Per the terms set forth in the original agreement, the agreement has had two five-year extensions, and it is the intention of Business and Community Services to extend the contract for one more five-year term.

Due to COVID-19, BCS was unable to negotiate a contract renewal with TGMS prior to the expiration of the contract on June 30, 2020.

In addition to COVID-19, the recent wildfires have further delayed the ability to finalize the contract extension as it must be taken before the Parks Advisory Board (PAB) for review prior to submittal to the Board for review and approval.

Review by the PAB was scheduled for their September 15, 2020 meeting; however, this meeting was cancelled due to the wildfires burning in Clackamas County. The next opportunity for the PAB to review the proposed extension is at their October meeting.

BCS is asking for Board approval for an additional short-term extension of the current contract to allow time to negotiate a five-year extension with TGMS and for the extension to be reviewed by the PAB prior to submittal to the Board.

RECOMMENDATION:

Staff respectfully recommends the Board approve the attached Amendment #4 to the contract with Total Golf Management Services LLC for Management Services for the Operation of Stone Creek Golf Course.

ATTACHMENTS:

- Stone Creek Contract Amendment #4
- Stone Creek – TGM – Management of Stone Creek Golf Club – Original
- Stone Creek – TGM – Management Services for the Operation of Stone Creek Golf Course – Amendment #1
- Stone Creek – TGM – Management Services for the Operation of Stone Creek Golf Course – Amendment #2
- Stone Creek Contract Amendment #3

Respectfully submitted,



Laura Zentner, CPA
Director, Business & Community Services

MANAGEMENT SERVICES FOR THE OPERATION OF STONE CREEK GOLF CLUB

This Agreement ("Agreement") is by and between Clackamas County, a political subdivision of the State of Oregon (the "County"), and Total Golf Management Services, LLC, an Oregon limited liability company ("TGMS").

Recitals

A. The County owns certain real property located in Clackamas County, Oregon, and more particularly described as Stone Creek Golf Club (an 18 hole golf course) and golf related amenities (collectively, the "Golf Course").

B. The County desires to engage TGMS to provide consulting services regarding the operation and maintenance of the Golf Course. The County further desires to engage TGMS as the on site operator of the Golf Course for the purpose of operating and maintaining the Golf Course and the facilities and equipment associated therewith.

C. TGMS represents that they are an experienced professional management company, knowledgeable in the management, operation and maintenance of golf courses.

NOW, THEREFORE, in consideration of the foregoing recitals and representations, and in consideration of the mutual promises herein set forth and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1 ARTICLE I: MANAGEMENT

This Article I shall become effective upon the Commencement Date defined in Article II, Section 2.5 of this Agreement.

1.1 Operation of the Golf Course

1.1.1 Services to Be Performed by TGMS/County Control. Subject to the terms of this Agreement, the County directs TGMS as an agent of the County, on a fee for services basis, to direct, supervise, and operate the Golf Course including the playing and practice facilities, the clubhouse, restaurant, and all other related facilities. TGMS will employ all personnel necessary for these operations, and perform all other activities necessary to operate and maintain the Golf Course. TGMS agrees to operate and maintain the Golf Course pursuant to this Agreement and for County's account and shall determine the programs and policies to be followed in connection therewith. Such policies and programs shall be consistent with the standards set forth in Article I, Section 1.1.3, and shall be formulated in consultation with County and subject to County approval. After

granting such approval, County agrees to delegate to TGMS implementation of the approved programs and policies, subject to County review and oversight.

1.1.2 Preparation for Commercial Operation. Promptly upon execution of this Agreement, TGMS will prepare the Golf Course for commercial operation and fully equip the Golf Course with a reasonable stock of equipment, merchandise, supplies, spare parts and consumables necessary to operate the Golf Course in accordance with this Agreement.

1.1.3 Standards for Performance of Services. TGMS will:

1.1.3.1 Operate and maintain the Golf Course in a clean, safe, efficient and Environmentally Acceptable manner and in accordance with Prudent Industry Practices;

(i) "Environmentally Acceptable" means complying with all applicable federal, state and local laws, ordinances and regulations relating to Hazardous Substances.

(ii) "Prudent Industry Practices" means the practices, methods, level of care and equipment, as changed from time to time, that are commonly used to operate and maintain safely and consistently with applicable statutes, regulations and codes golf course developments of approximately the same size, quality and type as the Golf Course.

(iii) "Hazardous Substance" means:

(a) any material defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) and the rules and regulations promulgated thereunder, as each may be amended from time to time;

(b) any material which by reason of its composition or characteristics is a hazardous waste as defined in the Resource Conservation and Recovery Act (42 U. S.C. § 6901 et. seq.) and the rules and regulations promulgated thereunder, as each may be amended from time to time;

(c) any pesticide, insecticide, fungicide, rodenticide or other material or substance used for preventing, destroying, repelling or mitigating any pest, including any insect, rodent, nematode, fungus or weed;

(d) petroleum or any petroleum byproduct; and

(e) any other material, substance or waste described or defined as a “pollutant” or a “contaminant” or described as “hazardous”, “toxic”, or “radioactive” or by words of similar import under any applicable federal, state or local laws, rules or regulations, as each may be amended from time to time.

1.1.3.2 Perform the services to be provided hereunder in all material respects in a prudent and efficient manner and in accordance with:

- (i) all manufacturer’s warranties, the Operation and Maintenance Procedure Manuals and the Administrative Procedures Manual;
- (ii) all applicable rules, laws, regulations, codes, permits, licenses and standards;
- (iii) the Project Agreements; and
- (iv) this Agreement;

1.1.3.3 Use diligent efforts to perform in accordance with the applicable Annual Operating Plan;

1.1.3.4 Except as otherwise specified in this Agreement, obtain all licenses and permits required to allow TGMS to do business in the jurisdictions where its services are to be performed;

1.1.3.5 Use generally accepted practices and technologies with the object of (i) optimizing Golf Course revenues, (ii) optimizing the useful life of the Golf Course and equipment at the Golf Course, and (iii) minimizing the costs of operating the Golf Course; and

1.1.3.6 Devote such time and personnel as is reasonably necessary or advisable to perform its duties under this Agreement.

1.1.4 Representatives. The County designates the Transportation Engineering, Park & Property Management Manager as the representative who will act as principal operating liaison between County and TGMS. TGMS shall also designate in writing an officer or representative of TGMS, who will have responsibility for supervising the Golf Course and implementing this Agreement on behalf of TGMS. All matters and questions pertinent to this Agreement and the operation of the Golf Course shall be transmitted through the respective designees.

1.1.5 TGMS’s Responsibilities. County grants authority to perform and TGMS accepts responsibility to perform the following tasks:

1.1.5.1 Hiring. TGMS will employ, pay, supervise, and discharge all employees

and personnel necessary for the operation of the Golf Course. The County will reimburse TGMS for all reasonable payroll and benefit expenses and the payroll and related taxes of the employees hired by TGMS for the operation of the Golf Course. All employees hired by TGMS shall be employees of TGMS and not employees of the County.

1.1.5.2 Additional Benefits. TGMS may provide gratuitous food and other Golf Course use benefits consistent with industry standards and agreed upon by the County's authorized representative. The direct cost of providing these benefits shall be an operating expense of the Golf Course.

1.1.5.3 Books and Records. TGMS will maintain current, complete and accurate books, including the books of account and accounting procedures of the Golf Course, operating logs, records and reports documenting the operation and maintenance of the Golf Course, and current versions of all drawings, specifications, lists and other technical material consistent with industry standards and as required to operate and maintain the Golf Course.

1.1.5.4 Authority to Contract. Subject to the County's approval, TGMS may negotiate leases, licenses and concession agreements for the Golf Course. All such leases, licenses, or concessions will be in County's name, except as otherwise agreed by the County and TGMS or where prohibited by law, and will be executed only by officers of County or officers of TGMS. TGMS will obtain a license from the Oregon Liquor Control Commission to sell alcoholic beverages on the Golf Course.

1.1.5.5 Maintenance and Repair. With the funds available and subject to the approved budget described in Article I, Section 1.7.4, TGMS will maintain the Golf Course and all, furniture and equipment and operating supplies in good order, repair, and condition (ordinary wear and tear excepted), including without limitation, making necessary replacements, improvements, additions, and substitutions, to the end that the Golf Course shall be maintained and adequately furnished as a first-class, modern Golf Course.

1.1.5.6 Service Contracts and Utilities. TGMS will negotiate on behalf of County and in County's name, service contracts required in the ordinary course of business in operating the Golf Course, including, without limitation, contracts for electricity, gas, telephone, security agency protection, vermin extermination, housekeeping, maintenance, and other services which TGMS deems advisable and necessary. However, TGMS will not enter any contract that involves an expenditure of more than Five Thousand Dollars (\$5,000.00) in the aggregate or that is not terminable at will upon thirty (30) day's notice without County's approval.

1.1.5.7 Supervision of Purchasing. TGMS will supervise the purchase in the most economical manner of all inventories, provisions, and operating supplies, which in

the normal course of business are necessary and proper to maintain and operate the Golf Course.

1.1.5.8 Emergency Action. If an emergency occurs which affects the safety or protection of persons or endangers the Golf Course or property located at the Golf Course, TGMS shall take prompt action to attempt to prevent such threatened damage, injury or loss, and shall, as soon as practicable, notify County of the emergency. Reasonable costs incurred in such an emergency shall be operating and maintenance expenses. In considering the reasonableness of costs incurred during an emergency the parties will consider that the priorities during an emergency are the safety of the public, the safety of workers, the operation of the Golf Course in an Environmentally Acceptable manner and the continuing operation and preservation of the Golf Course, acknowledging that time may not permit the opportunity to obtain the lowest price for goods or services.

1.1.6 Subcontracting. TGMS may contract with any third party for the performance of any service work required by this Agreement, but no such contract shall relieve TGMS of its obligations to County hereunder.

1.1.7 Limitations on Authority. TGMS will not have the authority to undertake any of the following actions unless: (i) they are approved in the Annual Operating Plan, (ii) TGMS has received the prior written approval of County; or (iii) such actions are expressly authorized by this Agreement:

1.1.7.1 Disposition of Assets. The sale, lease, pledge, mortgage, conveyance, license, exchange or other transfer or disposition of any property or assets of County, including any tangible personal property acquired by TGMS under this Agreement, except for the consumption of supplies in the ordinary course of business and the replacement of equipment in the ordinary course of business.

1.1.7.2 Contracting. Making, entering into, executing, amending, waiving any rights, modifying or supplementing any oral or written contract, agreement or commitment on behalf of, binding upon, or in the name of County, or agreeing to do any of the foregoing.

1.1.7.3 Expenditures. Making any expenditure (if not provided for in the Annual Budget), unless an emergency or other event occurs which (i) may affect the safety of Persons, (ii) involves a release or threatened release of a Hazardous Substance or (iii) may endanger the full operating capacity of the Golf Course or property located at the Golf Course, in which case, TGMS may, without prior approval from County, take all reasonable actions to prevent the threatened damage, injury or loss and must promptly notify County of any such action. Reasonable costs incurred in this regard will be operating and maintenance expenses. In such an emergency, the County will not unreasonably withhold or delay approval of any necessary expenditure not provided in the Annual Budget and requested by TGMS.

1.1.7.4 Other Actions. Taking or agreeing to take any other action in material variance with the applicable Annual Operating Plan or the Annual Budget.

1.1.7.5 Lawsuits and Settlements. The settling, compromising, assigning, pledging, transferring, releasing or consenting to the same of any claim, suit, debt, demand or judgment against or due by County, TGMS on behalf of County, or submitting any such claim, dispute or controversy to arbitration, mediation or judicial process, or stipulating to a judgment, or consent to do the same. TGMS agrees that County shall retain sole control of any such claim, suit, debt or demand and any other litigation regarding the projects, except as to TGMS's individual liability.

1.1.7.6 Transactions on Behalf of Others. Engaging in any other transaction on behalf of County in contravention of this Agreement.

1.1.7.7 Governmental Licenses or Permits. Agreeing to any penalty, assessment or fine for violation of any permit.

1.2 Marketing

TGMS shall, at County's expense and subject to County's approval of an overall marketing plan, arrange for and conduct all advertising and promotion that TGMS reasonably deems necessary to maintain adequate Golf Course use levels consistent with budgeted revenue objectives.

1.3 Expenses Borne By County

1.3.1 Expenses. All expenses properly incurred by TGMS for and on behalf of County pursuant to this Agreement shall be borne by County from the operating revenue of the Golf Course or from any reserve fund the County may establish for that purpose.

1.3.2 Debts and Liabilities. All debts and liabilities of the County and all properly authorized debts arising in the course of business of the Golf Course shall be the obligation of County, and TGMS shall not be liable for any such obligations by reason of its management, supervision, and operation of the Golf Course undertaken in good faith and within the scope of this Agreement. Subject to certain limits, County shall defend, save harmless and indemnify TGMS, as an agent of the County, against tort claims or demands arising out of an alleged act or omission occurring in the performance of its duty under this Agreement, as more fully explained in Article II, Section 2.2.

1.3.3 Reimbursement for Expenses. TGMS shall be reimbursed monthly for reasonable expenses of any of its officers or employees which are incurred for travel as required for Golf Course business, and for meals, lodging, and out-of-pocket expenses incurred while on Golf Course business. TGMS will keep such expenses chargeable to the Golf Course operation at a minimum, and consistent with the approved budget.

1.3.4 Procedure for Reimbursement. County will reimburse TGMS for those expenses which are reimbursable under this Agreement subject to the funding procedures established by County.

1.4 Expenses Borne by TGMS

1.4.1 Supervisory Services. The supervisory services to be rendered by the personnel and staff of TGMS in connection with the operation of the Golf Course (exclusive of any mutually agreed upon specific projects not included in this Agreement), shall be provided by TGMS at its own expense and not charged to County.

1.4.2 Overhead. County shall not be charged with the general overhead, general administrative expense, salaries or wages of any officers, directors or employees of TGMS or any of its or their affiliated or subsidiary companies, except as otherwise specifically provided for in this Agreement.

1.5 Compliance With Laws

1.5.1 Compliance with Laws. TGMS shall ensure that the Golf Course complies with all laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any federal, state, or municipal authority relating to the operation of the Golf Course and the reasonable requirements of any insurance company covering any risk against which the Golf Course is insured.

1.5.2 County's Right to Contest. With respect to a violation of any such laws or rules, County shall have the right to contest the applicable law and to postpone compliance pending the determination of such contest, if so permitted by law, but County shall protect and indemnify TGMS from any loss, cost damage, or expense as a result of such protest.

1.6 Bank Accounts/Disbursement of Funds – Working Capital

1.6.1 TGMS Golf Account. TGMS shall establish a Golf Course operational account at the same bank or trust company at which the County Account is established. TGMS shall authorize two signatories to the TGMS Account. Funds deposited into the TGMS Account shall not be commingled with other funds of TGMS.

1.6.2 Deposit of Funds into the TGMS Golf Account. On or before the first day of each month County shall cause amounts to be disbursed from the County Account and deposited into the TGMS Account consistent with the Approved Budget and the Annual Operating Plan. Those funds shall be used for the payment of Golf Course operational expenses in the manner provided below.

1.6.3 Payment of Operating Expenses. All operating expenses, and previously

approved capital expenditures, contained in the Approved Budget will be paid from the TGMS Golf Account. Notwithstanding the preceding sentence, no payment or disbursement shall be made from the TGMS Golf Account for any expense, which, under the provisions of this Agreement requires the County's prior written approval, without receipt by TGMS of such prior written approval. Consistent with this restriction, TGMS may make payments and disbursements and reimburse itself for approved expenses incurred for operation of the Golf Course consistent with the terms of this Agreement.

1.6.4 County to Supply Working Capital. The County shall furnish funds sufficient to constitute working capital for the operation of the Golf Course. For purposes of this Agreement the term working capital shall mean an amount sufficient to pay, as they come due on a current basis, all approved accounts payable and other approved obligations for the operation of the Golf Course.

1.6.5 Deposit of Golf Course Revenue. All revenues earned from the operation of the Golf Course shall be deposited by TGMS into the County Golf Account and not into the TGMS Golf Account. In the event revenues are mistakenly deposited into the TGMS Golf Account, TGMS will immediately cause those revenues to be disbursed from the TGMS Golf Account and deposited into the County Golf Account.

1.7 Books, Records, Statements & Budgets

1.7.1 TGMS to Maintain Books of Account. TGMS shall ensure that full and adequate books of account and other records are kept reflecting the results of operations of the Golf Course on a cash basis, all in accordance with generally accepted accounting principles and as required by the provision of this Agreement. The books of account and all other records relating to, or reflecting the operations of the Golf Course, shall be reasonably available to County and its representatives at any reasonable time for examination, audit, inspection, and transcription. All such books and records, including, without limitation, books of account, at all times shall be the property of County and shall not be removed from the Golf Course by TGMS without County's prior approval and consent. Upon termination or expiration of the Agreement, all such books and records forthwith shall be turned over to County, to assure the orderly continuance of the operation of the Golf Course, but such books and records shall thereafter be available to TGMS at all reasonable times for examination, audit, inspection, and transcription.

1.7.2 Periodic Financial and Operational Reports. TGMS shall cause to be delivered to County at the end of each accounting period cash basis financial statements as requested by the County, of the operation of the Golf Course for the immediately preceding accounting period and the fiscal year-to-date. Such statements shall be (i) delivered monthly, (ii) in the form and detail as TGMS and County shall agree upon, and (iii) taken from the books and records maintained for the Golf Course.

1.7.3 Annual Audited Financial Report. Within ninety (90) days after the end of each fiscal year, TGMS will cause to be delivered to County a compiled financial statement prepared by an independent certified public accountant showing the results of operations

of the Golf Course during such fiscal year. The County may request an audit at year end. The cost of such audit, if required, shall be borne by County. TGMS shall provide the County a copy of their annual tax return.

1.7.4 Annual Operating Plan. At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the calendar year), TGMS shall cause to be prepared and delivered to County's representatives an operating plan for the next year and an operating budget (including a working capital budget and a projected statement of cash flows) in preliminary draft form setting forth an itemized statement of the estimated receipts and disbursement for the forthcoming fiscal year. Such budget shall be based upon any proposed increases, fees, anticipated labor costs, management incentives, and estimates of food and beverage sales and shall take into account the general condition of the Golf Course, including furnishings and operating equipment. The operating plan and preliminary budget shall be subject to the County's approval. After reflecting the changes made thereto by County, a revised budget shall be submitted in final draft form no later than thirty (30) days after the preliminary budget has been reviewed and returned to TGMS. Once approved by TGMS and the County, such budget shall constitute the agreed standard and plan to which TGMS shall adhere and shall define the Annual Budget or Operating Budget as such terms are used in this Agreement.

Except in the case of emergency repairs permitted under the terms of this Agreement and expenses to accommodate unanticipated personnel changes described in Section 1.4.5, above, no expense may be incurred or commitments made by TGMS in connection with the maintenance, repair, or operation of the Golf Course in excess of the amounts allocated to the various classification of expense in the approved budget without the County's specific written approval. The budget shall be in the format generally accepted by accounting firms specializing in Golf Course accounting and shall separately set forth estimates of total sales and income, expenses and profit by department for golf, food and beverage (combined), rentals (if any), and miscellaneous income. General and other undistributed expenses not allocable to any given department shall include: (i) administrative and general expenses, (ii) advertising and sales promotion, (iii) energy and utilities, (iv) repairs and maintenance, (v) fire insurance and franchise taxes, (vi) real estate taxes, (vii) rent and (viii) provisions for capital expenditures. Incentive compensation shall be included in the budget as described in Article I Section 1.12.1.

1.7.5 Administrative Procedures Manual. No later than 30 days after the Commencement Date, TGMS shall submit for the review and approval by County a proposed Administrative Procedures Manual providing such information as (a) organization charts, (b) methods for reviewing all existing procedures, (c) procurement and contracting procedures, (d) accounting, bookkeeping and record keeping systems and (e) personnel procedures. Within 30 days of the receipt of the proposed Administrative Procedures Manual, County shall submit any written comments to TGMS. The Parties will meet to resolve all outstanding differences and to agree upon a final Administrative Procedures Manual, which must be approved in writing by both Parties. The Administrative Procedures Manual shall remain in effect for the term of this Agreement, subject to revision and amendment by written agreement of the Parties.

1.7.6 Operations and Maintenance Procedure Manuals. No later than 30 days after the Commencement Date, TGMS shall submit for review and approval by County proposed Operations and Maintenance Procedure Manuals providing operations and maintenance procedures. These procedures should include information regarding:

- (a) equipment operating procedures;
- (b) maintenance programs for the Golf Course and equipment;
- (c) safety programs;
- (d) environmental compliance and mitigation programs;
- (e) programs for complying with report requirements contained in this Agreement;
- (f) license and permit operating reporting requirements;
- (g) other regulatory reporting requirements;
- (h) cultural practices; and
- (i) golf operation rules and regulations.

Within 30 days of the receipt of the proposed Operations and Maintenance Procedure Manuals, County shall submit any written comments thereon to TGMS. The parties will meet to resolve all outstanding differences and to agree upon a final Operations and Maintenance Procedure Manuals, which must be approved in writing by both Parties. This final Operations and Maintenance Procedure Manuals will remain in effect for the term of this Agreement, subject to revision by written agreement of the parties.

1.8 TGMS Not Obligated To Advance Funds

TGMS shall not be obligated to advance any of its own funds to or for the account of County, nor to incur any liability unless County shall have furnished TGMS with funds necessary for the discharge thereof. However, if TGMS shall, for any reason, have advanced funds in payment of a permitted expense in the maintenance and operation of the Golf Course, County shall reimburse TGMS on demand, and TGMS shall have the right to reimbursement from the Agency Account.

1.10 Insurance

1.10.1 Insurance Maintained by County. TGMS shall provide and maintain insurance in the following amounts to protect the interests of the County and TGMS, paid for out of the TGMS Golf Account. Said coverage shall furnish to County and TGMS reasonable protection in the ownership, management, and operation of the Golf Course. All insurance coverages are to be written in companies acceptable to County and TGMS. TGMS shall furnish to County true copies of the original policies including current endorsements, and other attachments to those policies as well as all amendments made to those original policies after initial issuance.

Form of Coverage

(i)	Property insurance	minimum 80% of insurable value
(ii)	Comprehensive General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury – Each Person	\$1,000,000
	Bodily Injury – Each Accident	\$1,000,000
	Property Damage – Each Accident	\$1,000,000
	Property Damage – Aggregate	\$1,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability	
	Bodily Injury by Accident – Each Accident	\$500,000
	Bodily Injury by Disease – Each Employee	\$500,000
	Bodily Injury by Disease – Policy Limit	\$500,000
(v)	Employment Practices Liability	\$5,000,000
(vi)	Such other insurance coverages as the County may require	

1.10.2 In the policies described in paragraphs (i), (ii) and (iii) above the County shall be listed as named insured and TGMS shall be listed as additional insured, and those policies shall provide that the loss, if any payable thereunder, shall be adjusted by and payable to County.

1.10.3 Property insurance shall include fire and extended coverage on the buildings and all contents, in an aggregate amount which shall not be less than eighty percent (80%) of the full insurable value thereof and in no event below the minimum amount necessary to avoid the effect of co-insurance provisions of such policies, and at least the minimum coverage set forth above (or such greater amounts as may be required by any contract affecting the Golf Course), and in the form that it is satisfactory to County and TGMS.

1.10.4 TGMS shall have all policies of insurance provide that the insurance company, or companies, will have no right of subrogation against any party hereto, their agents, or employees. TGMS assumes all risks in connection with the adequacy of any insurance or self-insurance program, and waives any claim against County for any liability, cost, or expense arising out of any uninsured claim, in part or in full, in any nature whatsoever. Proof of premium payments, in accordance with each policy, shall be delivered to County within five (5) days of the premium due date.

1.11 Warranties

TGMS will ensure maintenance of all warranties and guaranties and to cause the reimbursement of expenses for maintenance, repairs, and replacement, and for labor and materials associated with all warranted or guaranteed equipment and furnishings.

1.12 Management Fees

1.12.1 For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Nine Thousand Dollars (\$9,000). Beginning in year two of this Agreement, the monthly compensation shall be subject to an increase based on the Portland Consumer Price Index. In addition to the base compensation, TGMS shall be entitled to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. Incentive compensation shall be paid the first month of the new budget year based upon the net revenue from the previous year per the following formula:

When 90 – 100 percent of the net revenue is achieved TGMS will earn a three (3) percent bonus of the net revenue.

- 100% – 105% of the net revenue is achieved earns a 4% bonus
- 105% – 110% of the net revenue is achieved earns a 5% bonus
- 110% – 115% of the net revenue is achieved earns a 6% bonus
- 115% – 120% of the net revenue is achieved earns a 7% bonus
- 120% - + of the net revenue is achieved earns a 8% bonus

1.12.2 If for any reason payment to TGMS is withheld, TGMS reserves the right to discontinue all management services pertaining to the Golf Course until payment of the account is made in full. All past-due amounts shall bear interest at the maximum rate allowable by law from the date payment is due until payment is received by TGMS. Any such termination of service by TGMS shall not adversely affect TGMS's right to compensation.

2 Article II: MISCELLANEOUS

2.1 Consent

Except as herein otherwise provided, whenever in this Agreement the consent or approval of TGMS or County is required, such consent or approval shall not be unreasonably withheld.

2.2 Indemnification

2.2.1. Indemnification by County. Subject to the limits of the Oregon Tort Claims Act, and Article 11 Section 10 of the Oregon Constitution, County agrees to indemnify, defend and hold harmless TGMS, its officers, and employees, all as agents of the County, from and against all tort claims or demands arising out of an alleged act or omission occurring in the performance of TGMS' duty under this Agreement, provided however that County's obligations under this section do not apply in case of malfeasance in office or willful or wanton neglect of duty by the party seeking indemnification.

2.2.2. Indemnification by TGMS. TGMS shall indemnify, defend and hold harmless County, and its officers and employees, from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or in connection with TGMS' performance of the work under this agreement, to the extent such claims and actions are not subject to defense and indemnification by the County under the preceding paragraph 2.2.1.

2.2.3 Nothing in this Agreement shall be construed as constituting the County and TGMS as partners or joint ventures, or otherwise imposing on TGMS any liability or obligation of County, or upon County any liability of TGMS except as such liability may arise under the terms of this Agreement.

2.3 Debt Service

County agrees to provide adequate funds to maintain current monthly payments on all debt obligations of the Golf Course or obligations, which are secured by the Golf Course's assets, if any, and on all leases. TGMS shall have no liability to County or any lender with respect to such financing.

2.4 Entire Agreement

This Agreement, along with the Request for Proposals for Management Services for The Operation Of Stone Creek Golf Course Clackamas County Oregon, dated September 29, 2004, and the proposal response from TGMS dated September 29, 2004, represent the entire agreement between the County and TGMS and supersedes any and all prior negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by County and TGMS as appropriate under the circumstances.

2.5 Commencement Date

The commencement date of this Agreement shall be the first day of November, 2004.

2.6 Notification

All notifications related to this Agreement shall be deemed to be adequate if sent by first class United States mail and addressed to:

TGMS representative

Total Golf Management Services
19586 Kari Ann
Oregon City, Oregon 97045
Attn: Gordon Tolbert

County representative

Attn. Dan Zinzer, Parks Manager
9101 SE Sunnyside Blvd
Clackamas, OR 97015

2.7 Term of Agreement

2.7.1 This agreement shall be effective as of the Commencement Date and shall continue for an initial period of five (5) years with the opportunity for mutually agreeable five (5) year extensions.

2.7.2 Not later than twelve (12) months prior to the expiration of the then current Term, the Parties shall commence negotiations with each other concerning any extension and the changes, if any, to the Services or the provisions of this Agreement that they require to facilitate such an extension.

2.7.3 If the parties cannot agree upon a five year extension of this Agreement , the present contract terms shall be extended for one-hundred and eighty (180) days or upon the selection of a replacement contractor and then terminate.

2.7.4 Termination by County. County may terminate the Agreement with respect to TGMS at any time for cause. For the purposes of this section "cause" shall mean any of the following:

2.7.4.1. the death of Gordon Tolbert;

2.7.4.2. the permanent disability of Gordon Tolbert rendering him unable to perform the duties to be performed by TGMS;

2.7.4.3. the failure or refusal of TGMS to perform the services called for under the terms of this Agreement;

2.7.4.4. a finding that TGMS, Gordon Tolbert shall have been guilty of fraud, deceit or other similar act of dishonesty.

2.7.4.5. the dissolution, bankruptcy, liquidation, and/or cessation of business of TGMS.

2.7.4.6. TGMS's receipt of notice from County stating that TGMS has materially breached its obligations under this Agreement, and specifying the nature of the breach, unless TGMS cures the breach within such thirty (30) days. If cure cannot reasonably be completed within thirty (30) days, the cure period shall be continued for so long as TGMS diligently pursues the cure.

2.7.5. Termination by TGMS. TGMS may terminate the Agreement with respect to County at any time for cause. For the purposes of this section "cause" shall mean County's material breached of its obligations under this Agreement, provided that TGMS shall provide County notice stating that County has materially breached its obligations under this Agreement, and specifying the nature of the breach, and providing County thirty (30) days within which to cure the breach. If cure cannot reasonably be completed within thirty days, the cure period shall be continued for so long as County diligently

pursues the cure.

2.7.6 Effect of Termination. If this Agreement is terminated in accordance with this section, all services shall be deemed completed and all amounts due hereunder shall be paid through the termination date. Thereafter the parties herein shall have no further obligations to each other under this Agreement, except for the provisions of Article I, Section 1.8, and Article II, Section 2.2, which shall survive the termination of this Agreement.

2.8 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon without regard to its choice of laws principles. Exclusive venue for any action will be in the Circuit Court of Clackamas County, Oregon.

2.9 Assignment

No interest in this Agreement may be assigned or duty delegated without the express prior written consent of the County.

2.10 Public Contracting

To the extent any activities of TGMS under this Agreement are or become subject to statutorily required provisions under the Oregon Public Contracting Law, TGMS agrees to comply with any such provisions.

2.11 Prevailing Wage Rate

To the extent TGMS hires workers to work on a project that constitutes public works, as that term is defined at ORS 279.348(3), TGMS shall be required to pay existing prevailing wage rates pursuant to ORS Chapter 279 and shall pay all necessary fees to the Oregon Bureau of Labor and Industries pursuant to ORS 279.352(2). Prevailing Wage Scales are available from the Oregon Bureau of Labor and Industries. It shall be the responsibility of TGMS to obtain and comply with such requirements.

2.12 Appropriations

This Agreement is subject to the appropriation and availability of County funds. In the event that the funds are not appropriated or are otherwise unavailable, County reserves the right to terminate this Agreement upon written notice to TGMS. Termination due to non-appropriation or unavailability of funds shall not be deemed an Event of Default by the County. Upon receipt of the written notice, TGMS shall cease all work associated with the Agreement. Should such an event occur, TGMS shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, TGMS shall have no right to recover from the

County any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

3.0 Title, Documents and Data

3.1 Materials and Equipment. Title to all materials, equipment, supplies, consumables, spare parts and other items of tangible personal property purchased or obtained by TGMS for which County is obligated to pay TGMS shall pass immediately to and vest in County upon the passage of title from the vendor or supplier thereof, provided, however, that such transfer of title shall in no way affect TGMS's obligations as set forth in the other provisions of this Agreement.

3.2 Documents. All materials and documents prepared or developed by TGMS or its affiliates, employees, representatives, agents or contractors in connection with the Golf Course or the performance of its services hereunder, including all manuals, data, designs, drawings, plans, specifications, reports, and accounts, will automatically become the property of County when prepared, TGMS nor their affiliates, employees, representatives, agents or contractors may use these materials and documents for any purpose other than the performance of the services hereunder, without County's prior written approval. All these materials and documents, together with any materials and documents furnished to TGMS or to their affiliates, employees, representatives, agents or contractors by County, shall be delivered to County upon expiration or termination of this Agreement and before final payment is made to TGMS.

3.3 Review by County. In addition, all such materials and documents referred to above must be available for review by County at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for the approval of County shall be prepared and processed in accordance with the requirements and specifications set forth in the Administrative Procedures Manual. However, County's approval of materials and documents submitted by TGMS shall not relieve TGMS of its responsibility for the correctness thereof or of its obligation to meet all the requirements of this Agreement.

IN WITNESS WHEREOF, County and TGMS have executed this Agreement as of the date indicated.

TOTAL GOLF MANAGEMENT SERVICES, LLC

By: Gordon B. Tolbert
Name: Gordon Tolbert
Title: Managing Member
Date: January 13, 2005

**CLACKAMAS COUNTY, OREGON
BOARD OF COMMISSIONERS**

By: Martha Schrader
Martha Schrader, Chair
Date: January 13, 2005

By: Mary Raetke
Recording Secretary
Date: January 13, 2005

By: David W. Anderson
appeared as to form
County Counsel
Date: January 13, 2005

AMENDMENT #1

To The Contract Documents with Total Golf Management Services LLC For Management Services for the Operation of Stone Creek Golf Course

This Amendment, when signed by the Contractor and the Director of Business and Community Services, as authorized by Board Order Number 2006-366 and Clackamas County LCRB Rules, will become part of the contract documents, superseding the original to the applicable extent indicated.

SECTION 1.14: Reads: The County designates the Transportation Engineering, Parks & Property Management Manager as the representative who will act as principle operating liaison between County and TGMS.

Change to Read: The County designates the Director of Business and Community Services as the representative who will act as principle operating liaison between County and TGMS.

SECTION 1.7.1 Reads: TGMS shall insure that full and adequate books of account and other records are kept reflecting the results of operations of the Golf Course on a Cash basis,....

Change to Read: TGMS shall insure that full and adequate books of account and other records are kept reflecting the results of operations of the Golf Course on an Accrual basis,.....

SECTION 1.12 Reads: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Nine Thousand Dollars (\$9,000).

Change to Read: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400)

SECTION 2.5 Reads: The commencement date of this Agreement shall be the first day of November 2004.

Change to Read: The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this Agreement, the extension periods shall be January through December. This first 5 year extension period shall be January 1, 2010 through December 31, 2014 inclusive.

SECTION 2.6 Revise: Address for County to read: Clackamas County
BCS Director
150 Beaver Creek Rd
Oregon City OR 97045

SECTION 2.7 Delete: Section 2.7.4.1 and 2.7.4.2

Total Golf Management Services LLC
19586 Kari Ann Court
Oregon City OR 97045

Gordon B. Tolbert
Gordon Tolbert

6-24-09
Date

CLACKAMAS COUNTY BOARD of
COUNTY COMMISSIONERS by:

Dan Zinzer
Dan Zinzer, Director
Business and Community Services

6/30/09
Date



Gary Barth
Director

BUSINESS AND COMMUNITY SERVICES

Development Services Building
150 Beaver Creek Road, Oregon City, OR 97045

MEMO

To: Gordon Tolbert, Total Golf Management Services, LLC
From: Gary Barth, Director Business and Community Services
Date: September 18, 2013
Subject: Addendum to Contract between Clackamas County Business & Community Services and Total Golf Management Services, LLC (TGMS)

Clackamas County Business & Community Services has an active and ongoing contract with Total Golf Management Services, LLC regarding the operation and maintenance of Stone Creek Golf Club and its related amenities.

Section 1.1.5.2 Additional Benefits, specifically states:

TGMS may provide gratuitous food and other Golf Course use benefits consistent with industry standards and agreed upon by the County's authorized representative. The direct cost of providing these benefits shall be an operating expense of the Golf Course.

However the contract does not clarify or quantify the extent to which the "Additional Benefits" are anticipated.

At the inception of the contract, though nothing formal was provided, the County authorized representative and TGMS agreed to a limit of Five (5) complimentary round certificates per year, to be utilized as Business & Community Services deemed appropriate. Charity rounds may be used Monday through Friday anytime and after 2:00 p.m. on weekends and holidays.

For the purpose of clarifying the ambiguous nature of the contract itself, the prior mentioned informal commitment continues to meet acceptable standards and expectations and will be the agreed upon provision until such time as both parties agree to alter it.



Gary Barth, Director
Business & Community Services

9/23/13
Date



Gordon Tolbert, Managing Member
Total Golf Management Services, LLC

9-26-13
Date

AMENDMENT #2

To The Contract Documents with Total Golf Management Services LLC For the Management Services for the Operation of Stone Creek Golf Course

This Amendment, when signed by the Contractor and Board of County Commissioners will become part of the contract documents, superseding the original to the applicable extent indicated.

SECTION 1.6.1: Reads: TGMS shall establish a Golf Course operational account at the same bank or trust company at which the County Account is established. TGMS shall authorize two signatories to the TGMS Account. Funds deposited into the TGMS Account shall not be comingled with other funds of TGMS.

Change to Read: TGMS shall establish a Golf Course operational bank account which will include two signatories on the TGMS Golf Course Account. Funds deposited into the TGMS Golf Course Account shall not be comingled with other funds of TGMS.

SECTION 1.6.4: Reads: The County shall furnish funds sufficient to constitute working capital for the operation of the Golf Course.

Change to Read: The County shall furnish funds, not to exceed \$150,000, that are sufficient to constitute working capital for the operation of the Golf Course.

SECTION 1.7.4: Reads: At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the calendar year)...

Change to Read: At least sixty (60) days before the beginning of each new fiscal year (which for the purposes of this Agreement shall be the County fiscal year of July 1st through June 30th).....

SECTION 1.10.1: Reads:

Form of Coverage

(i)	Property insurance	minimum 80% of insurable value
(ii)	Comprehensive General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury-Each Person	\$1,000,000
	Bodily Injury-Each Accident	\$1,000,000
	Property Damage-Each Accident	\$1,000,000
	Property Damage-Aggregate	\$1,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability-	
	Bodily Injury by Accident-Each Accident	\$500,000
	Bodily Injury by Disease-Each Employee	\$500,000
	Bodily Injury by Disease-Policy Limit	\$500,000
(v)	Employment Practices Liability	\$5,000,000
(vi)	Such other insurance coverages as the County may require	

Change to Read:

Form of Coverage

(i)	Property insurance	minimum 80% of insurable value
(ii)	Commercial General Public & Product Liability (including Dram Shop Coverage)	
	Bodily Injury-Each Person	\$1,000,000
	Bodily Injury-Each Accident	\$1,000,000
	Property Damage-Each Accident	\$1,000,000
	General-Aggregate	\$2,000,000
(iii)	Excess Umbrella Coverage	\$4,000,000
(iv)	Workers Compensation	Statutory
	Employers Liability	
	Bodily Injury by Accident-Each Accident	\$500,000
	Bodily Injury by Disease-Each Employee	\$500,000
	Bodily Injury by Disease-Policy Limit	\$500,000
(v)	Employment Practices Liability	
	Each Occurrence	\$2,000,000
	Aggregate	\$3,000,000
(vi)	Such other insurance coverages as the County may require	

SECTION 1.10.5: Add to Read: In section (iv) Workers Compensation above, TGMS, as an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. TGMS shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 bodily injury by disease each employee, and \$500,000 each policy limit.

SECTION 1.10.6: Add to Read: In the policies described in paragraph (v) above, TGMS shall be listed as named insured and the County shall be listed as additional insured.

SECTION 1.12.1: Reads: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400). Beginning in year two of this Agreement, the monthly compensation shall be subject to an increase based on the Portland Consumer Price Index. In addition to the base compensation, TGMS shall be entitle to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. Incentive compensation shall be paid the first month of the new budget year based upon the net revenue from the previous year per the following formula:

When 90 – 100 percent of the net revenue is achieved TGMS will earn a three (3) percent bonus of the net revenue.

- 100% - 105% of the net revenue is achieved earns a 4% bonus
- 105% - 110% of the net revenue is achieved earns a 5% bonus
- 110% - 115% of the net revenue is achieved earns a 6% bonus
- 115% - 120% of the net revenue is achieved earns a 7% bonus
- 120% - + of the net revenue is achieved earns a 8% bonus

Change to Read: For the management services to be rendered by TGMS hereunder, TGMS shall be entitled to receive base compensation on the first day of each month during the continuance of this Agreement the sum of Ten Thousand Four Hundred Dollars (\$10,400). Beginning in year two of this Agreement, the monthly

compensation shall be subject to an increase based on the Portland Consumer Price Index. Base compensation shall be paid to TGMS by County monthly out of the County Golf Account. In addition to the base compensation, TGMS shall be entitled to incentive compensation in the amounts and subject to the formulas contained in the approved budget. Incentive compensation shall be paid by the end of the second month of the new fiscal year based upon the net revenue from the previous fiscal year per the following:

- Net proceeds in excess of \$600,000 shall be split 80% to the County and 20% to TGMS. TGMS shall annually agree to Annual Operating Plan which shall outline as specified in 1.7.4 the details of how "net" revenue is calculated.

SECTION 2.3 Delete: Section 2.3 Debt Service

SECTION 2.5 Reads: The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this Agreement, the extension periods shall be January through December. This 5 year extension period shall be January 1, 2010 through December 31, 2014 inclusive.

Change to Read: The commencement date of this Agreement shall be the first day of November 2004. For the purpose of extension of this agreement after December 31, 2014, this second five year extension shall be five and a half years to accommodate changing from a calendar year to a fiscal year, and shall be January 1, 2015 through June 30, 2020, inclusive. Thereafter, extension periods shall be five years, July through June.

Total Golf Management Services LLC
19586 Kari Ann Court
Oregon City, OR 97045

Gordon Tolbert
Gordon Tolbert

12/10/2014
Date

CLACKAMAS COUNTY BOARD of COUNTY
COMMISSIONERS by:

John Ludlow
John Ludlow, Chair

12-18-14 E.I.
Date

**AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH TOTAL GOLF MANAGEMENT SERVICES, LLC
FOR THE MANAGEMENT SERVICES FOR THE OPERATION OF STONE CREEK GOLF
COURSE**

This Amendment #3 is entered into between **Total Golf Management Services, LLC** ("TGMS") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **January 13, 2005** ("Contract"), as subsequently amended.

The Purpose of this Amendment #3 is to make the following changes to the Contract:

1. **ARTICLE 2, Section 2.7. Term of Agreement** is hereby amended as follows:

The Contract, as previously amended, expires on June 30, 2020. By execution of this Amendment #3, the parties agree to extend the term of the Contract for an additional three months to allow the parties to negotiate a potential renewal of the Contract for an additional five-year term. The Contract termination date is hereby changed to **September 30, 2020**. Any potential future extension of the Contract shall only be effective upon execution of a written amendment on terms acceptable to both parties.

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 #3, effective upon the date of the last signature below.

Total Golf Management Services, LLC

Gordon B Tolbert 7.8.20
Authorized Signature Date

Gordon B Tolbert
Printed Name

Clackamas County

Jim Bernard 7-16-2020
Jim Bernard, Chair Date

July 16, 2020 C.2
Date