



AGENDA

***REVISED**

Added I.1, E.1, E.2, IV.1

Thursday, January 21, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-04

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

***** WILDFIRE UPDATE**

***** COVID UPDATE**

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

1. Clackamas County Sheriff's Office Presentation (Angie Brandenburg, Sheriff)

II. 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.*

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

A. Department of Transportation & Development

1. Accept Safe Routes To School construction Grant Award from Oregon Department of Transportation and Execute Grant Agreement for the Webster Road Sidewalk Project. The total project costs \$2,637,300 and the ODOT grant award is for \$1,977,975 with a 20% match (\$659,325) is required.
2. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Fuller Causey Crosswalk Improvement Project and Authorizing Good Faith Negotiations and Condemnation Actions. This project is estimated to be \$17,500 and is included in the \$185,588 total project budget. Funding through County Road Fund of \$37,118 and ODOT state grants for \$148,470.

3. Approval of Amendment #1 to Contract #1831 with Murraysmith, Inc. for the Jennings Ave OR99E to Oatfield Road Project. This adds \$150,927.63 for a new total not to exceed \$999,592.70 and is funding through the Federal Surface Transportation Program and County Road Funds. – *Procurement*

B. Finance Department

1. Approval to accept a grant award from the State of Oregon, by and through the Oregon Military Department for FEMA 4562-DR-OR Wildfire Declaration and Straight-Line Winds. No amount is committed at this time.

C. Business & Community Services

1. Approval of an Extension to the Wood Innovation Grant Award between Clackamas County and US Forest Service to Support Incorporation of Mass Timber in County Courthouse Project. Grant award is \$100,000 and has a 50% match requirement which will be met primarily through in-kind staff time contributions, as well as some local funding of travel, supplies, and other project costs.

D. Juvenile Department

1. Approval of a Contract with Maple Star Oregon, Inc. for the Emergency Shelter Care Services. Contract total \$290,300 and is budgeted.
2. Approval of a Contract with Boys and Girls Aid Society of Oregon for the Emergency Shelter Care Services. Contract total \$290,300 and is budgeted.

***E. Clackamas County Sheriff's Department**

- *1. Request by the Clackamas County Sheriff's Office to Accept a Grant from Oregon Impact for reimbursement of activities related to Distracted Driving Enforcement. This is grant award for \$20,000.
- *2. Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement with the Oregon Department of Transportation for Enforcement of the Oregon Motor Carrier Safety Action Plan. Total funds are \$25,000 paid at a rate of \$113.75 per inspection conducted.

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

***A. North Clackamas Parks and Recreation District**

- *1. Board Order Authorizing the North Clackamas Parks and Recreation District to apply for an Oregon Community Paths Program Grant from the Oregon Department of Transportation for Development of Trolley Trail Segment at Milwaukie Bay Park. Grant will seek \$423, 525 in funding with a 10.27% required match (\$48,475) total project cost estimated at \$9,600,000.

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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



DAN JOHNSON
DIRECTOR

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

January 21, 2021

Board of Commissioners
Clackamas County
Members of the Board:

Accept Safe Routes to School Grant Award from Oregon Department of Transportation (ODOT) and Execute Grant Agreement for the Webster Road Sidewalk Project

Purpose/ Outcomes	Accept a Safe Routes to School (SRTS) construction grant award and execute a grant agreement with ODOT to construct sidewalks and bike lanes on SE Webster Road to Bilquist Elementary School.
Dollar Amount and Fiscal Impact	Total project cost is \$2,637,300 ODOT grant award is \$1,977,975 20% match of \$659,325 is required
Funding Source	Transportation System Development Charge (TSDC)
Duration	Five years from execution date of Grant Agreement.
Previous Board Action	<ul style="list-style-type: none"> The Board signed a letter of support and authorized the Department of Transportation and Development to apply for the SRTS grant on August 20, 2020. Item was brought to issues on 01/12/21 for discussion.
Strategic Plan Alignment	<ul style="list-style-type: none"> Build a strong infrastructure Grow a vibrant economy
Counsel Review	Reviewed and approved by Counsel on 12/16/20 NB
Procurement Review	<ol style="list-style-type: none"> Was this item processed through Procurement? NO If no, provide brief explanation: Item is a grant amendment
Contact Person	Scott Hoelscher, Senior Planner-Multimodal Transportation– Department of Transportation and Development - 742-4533

BACKGROUND:

The ODOT Safe Routes to School Infrastructure Grant Program provides funding for projects that address barriers for students walking and biking to school. The statewide competitive grant process occurs every two years. \$28.3 million was distributed this grant cycle. Clackamas County was awarded \$1,977,975.00 to construct sidewalks on both sides of SE Webster Road from Bilquist Elementary School to the existing Tri-Met transit stop at SE Roots Road. The project has a required match of 20% in which will be paid by Transportation System Development Charge (TSDC), no road funds will be utilized for the required match.

The existing substandard, shoulder bike lanes will be widened to standard 8-foot buffered bike lanes. The north project extent will connect to the existing school crosswalk at Bixel Way. Crosswalk upgrades consisting of illumination, center pedestrian refuge and ADA compliant curb

ramps will be included. The project length is approximately 1,325 feet and also includes 7 reconstructed and 13 new ADA compliant intersection curb ramps. The purpose of the project is to provide a safe place for students and families to walk or bike to school.

RECOMMENDATION:

Staff respectfully requests that the BCC accept the SRTS Construction Grant Award from the Oregon Department of Transportation and execute attached Grant Agreement No. 34472.

Respectfully submitted,

Scott Hoelscher

Scott Hoelscher- Senior Transportation Planner

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)
Project Name: Bilquist Elementary School - Sidewalks

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and Clackamas County Department of Transportation and Development, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: Recipient Requirements**
 - c. Exhibit C: Subagreement Insurance Requirements**
 - d. Exhibit D: Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$2,637,300. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$1,977,975 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).
 - b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

- i.** Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A.** reasonable, necessary and directly used for the Project;
 - B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii.** Eligible Costs do NOT include:
 - A.** operating and working capital or operating expenditures charged to the Project by Recipient;
 - B.** loans or grants to be made to third parties;
 - C.** any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. Project Change Procedures.**
 - i.** If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.state.or.us. The request for change must be submitted before the change occurs.
 - ii.** Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a.** ODOT shall reimburse Recipient for 80 percent of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.
- b.** Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.

- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form <https://www.oregon.gov/ODOT/Forms/2ODOT/7373558.docx> to the SRTSProgramMailbox@odot.state.or.us and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d. **RESERVED**
- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
 - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
- i. Reporting

- i. **Quarterly Reports.** Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.
- ii. **Final Report.** Recipient shall submit a final written report (the “Final Report”) to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient’s obligation to provide the Final Report will survive Agreement expiration.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.

- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement indemnity; insurance.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iv. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- v. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.

- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative

- fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
 - c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
 - d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
 - e. No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
 - f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
 - g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party

hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

ODOT/Recipient
Agreement No. 34472

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on December 1, 2020 by the Oregon Transportation Commission.

Signature Page to Follow

ODOT/Recipient
Agreement No. 34472

Clackamas County Department of **STATE OF OREGON**, by and through its
Transportation and Development, by and Department of Transportation
through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Scott Hoelscher
150 Beaver Creek Road
Oregon City, OR 97045
(503) 577-5057
scotthoe@clackamas.us

ODOT Contact (SRTS):

LeeAnne Ferguson
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-5805
LeeAnne.Ferguson@odot.state.or.us

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Safe Routes to School Program Manager

Name _____
(printed)

Date _____

By Michael Kimlinger via email
State Traffic-Roadway Engineer

Date November 3, 2020

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email saved in file
Assistant Attorney General

Date December 10, 2020

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. 34472

Project Name: Bilquist Elementary School - Sidewalks

A. PROJECT DESCRIPTION

Webster Road from approximately Bilquist Elementary School to Roots Road.

Recipient shall construct sidewalks on both sides of Webster Rd approximately from Bilquist Elem to Tri-Met stop at Roots Rd. Existing shoulder bike lanes will be improved to approximately 8-foot buffered bike lanes. The north project extent will connect to Bixel Way crosswalk which will be improved with illumination; ramps and center pedestrian refuge. Project length is approximately 1,325' and includes curbs; intersection ramps (approximately 14 new; 7 reconstructed) and underground storm water management.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Scoping and planning, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	3/31/2021
2	Project completion (Project must be completed within 5 years of agreement execution.)	7/31/2025

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
4. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 4 shall survive termination of this Agreement.

5. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

6. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

7. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a “Disbursement Suspension”) and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 7 is in addition to, and not in lieu of, ODOT’s rights and remedies under Section 5.h (“Recovery of Grant Funds”) of this Agreement.

8. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

9. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the “**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**” as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. “TAIL” COVERAGE.

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



DAN JOHNSON
DIRECTOR

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

January 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Fuller Causey Crosswalk Improvement Project and
Authorizing Good Faith Negotiations and Condemnation Actions**

Purpose/Outcomes	Under ORS 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project.
Dollar Amount and Fiscal Impact	The right of way budget for the project is estimated to be \$17,500 and is included in the \$185,588 total project budget.
Funding Source	\$37,118 of County Road Fund and ODOT State Grants of \$148,470 will be utilized for this project.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action/Review	10/11/18: BCC authorized DTD to apply for the Safe Routes to School grant. 03/18/19: BCC executed Intergovernmental Agreement (IGA) No. 33116 with Oregon Department of Transportation for the Fuller Causey Crosswalk Improvement Project. 1/12/21: Discussion with the board at issues
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Ensure safe, healthy and secure communities" by adding advance warning signs, rectangular rapid flashing beacons, a center lane pedestrian refuge, and curb ramps thereby ensuring safer pedestrian travel, particularly children, within the community, which will add to the overall secure feeling of the community.
Counsel Review	Date of Counsel review: 12/10/20, NB Initials of County Counsel performing review. NB
Procurement Review	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> This item is a resolution of necessity, required under ORS 35 as a precursor in support of possible condemnation action.

Contact Persons	Mendi Houx, DTD Right of Way Agent 2 @ 971-266-7387 (c)
------------------------	---

The Department of Transportation and Development received a Safe Routes to School grant from the Oregon Department of Transportation to create an enhanced crosswalk to increase visibility and pedestrian safety at the south leg of the intersection of SE Fuller Rd and SE Causey Ave/SE Harmony Dr.

In order to construct the improvements as designed, additional rights of way and easements will be required. The project is expected to impact two properties abutting the project alignment. The Board has authority to exercise the power of eminent domain under ORS Chapter 35 to acquire rights of way, easements, and fee property by purchase or condemnation proceedings. In accordance with the procedure set forth in that statute, a Resolution of Necessity is required before offers are made for needed rights of way and easements.

The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The design has progressed through the Department of Transportation and Development (the "Department") project development procedures and the final legal descriptions required for acquisition of the needed rights of way and easements from two properties affected by the Project have been developed.

The Department shall negotiate in good faith and accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner. To fairly determine the amount of Just Compensation for the needed rights of way and easements, staff will utilize their own expertise and reliable data sources to prepare Appraisal Waiver Valuations in accordance with applicable law and regulation.

This resolution directs Department staff to proceed with good faith negotiations for the acquisition of the needed property rights. The resolution further requires the Director of the Department to notify the Board if the exercise of the power of eminent domain becomes necessary in order to acquire the needed property rights. Only after this process is completed does it authorize the Office of County Counsel to file complaints of condemnation with the circuit court of the County and take such other steps as determined necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way, easements, and fee property by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Mendi Houx

Mendi Houx,
Right of Way Agent 2

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property and Authorizing Good Faith Negotiations and Condemnation Actions for the Fuller Causey Crosswalk Improvement Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on January 21, 2021 and,

It appearing to the Board that the Fuller Causey Crosswalk Improvement Project (the "Project") will create an enhanced crosswalk to increase visibility and pedestrian safety; is consistent with the powers and purposes of County government; and is necessary for public use and the continued growth, safety and welfare of the community; and,

It further appearing to the Board that the Project has been planned in accordance with appropriate standards for the improvement of transportation infrastructure such that property damage is minimized, transportation promoted, and travel safeguarded; and

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that rights of way, and easements within the boundaries described in the attached Exhibit "A-1" and "A-2"(the "Exhibits") are a necessary part of the Project; and,

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

It further appearing that the Board has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development (the "Department"), in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of Declaring the Necessity
and Purpose for Acquisition of Rights of
Way, Easements, and Fee Property, and
Authorizing Good Faith Negotiations and
Condemnation Actions for the Fuller
Causey Crosswalk Improvement Project



Resolution No. _____
Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) The Department be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified in the Exhibits. In so doing, the Department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist staff with the acquisition process; and,

2). If the Director of the Department (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and fee property required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending the Exhibits; and,

3). It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director of the Department shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2021.

Tootie Smith, Chair

Recording Secretary

EXHIBIT "A-1"
Page 1 of 2
File 1
December 9, 2020

TRACT 1
PERMANENT RIGHT OF WAY EASEMENT:

A portion of that property described in Document No. 1983-21423 of the Clackamas County Deed records, located in the NE 1/4 of Section 32, Township 1 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing from the southwest corner of the above described property, being on the easterly right of way of SE Fuller Rd. (County Road No. 368); thence along said right of way line North 20°52'36" East 245.26 feet to the Point of Beginning; thence continuing along said right of way line, North 20°52'36" East 0.79 feet to a point a 24.28 foot radius, non-tangent curve to the right, having an internal angle of 70°27'20" and a chord bearing of North 58°43'22" East 33.24 feet; thence along said curve, an arc length of 34.73 feet; thence leaving said right of way South 45°43'49" West 12.02 feet; thence South 65°52'36" West 21.70 feet to the Point of Beginning.

Containing 167 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

EXHIBIT "A-1"
Page 2 of 2
File 1
December 9, 2020

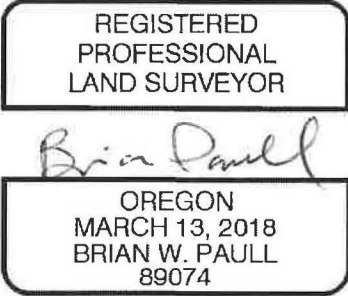
TRACT 2
TEMPORARY CONSTRUCTION EASEMENT:

A portion of that property described in Document No. 1983-21423 of the Clackamas County Deed records, located in the NE 1/4 of Section 32, Township 1 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

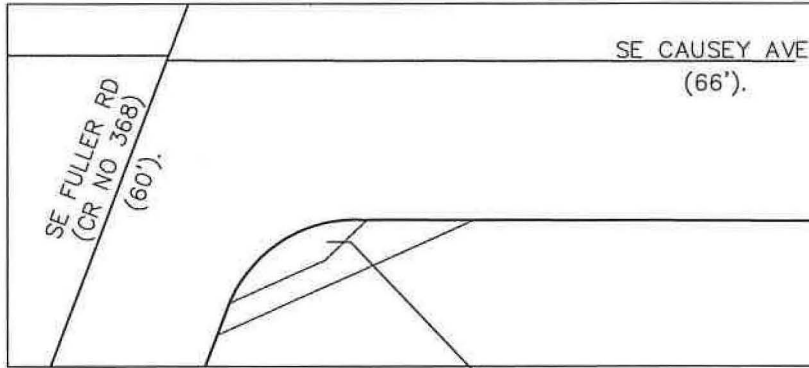
Commencing from the southwest corner of the above described property, being a point on the easterly right of way of SE Fuller Rd. (County Road No. 368); thence along said right of way line North 20°52'36" East 238.19 feet to the Point of Beginning; thence leaving said right of way North 65°52'36" East 58.23 feet to the southerly right of way line of SE Causey Ave.; thence along said right of way North 89°49'46" West 22.21 feet; thence leaving said right of way line South 45°43'49" West 12.02 feet; thence South 65°52'36" West 21.70 feet to the eastly line of said SE Fuller Rd; thence along said easterly right of way line South 20°52'36" West 7.07 feet to the Point of Beginning.

Containing 293 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.



EXPIRATION DATE: 12-31-20



LOCATED IN THE NORTHEAST 1/4 OF SECTION 32 TOWNSHIP 1 SOUTH, RANGE 2 EAST, W.M. CLACKAMAS COUNTY, OREGON

REGISTERED PROFESSIONAL LAND SURVEYOR

Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12/31/20

CURVE DATA

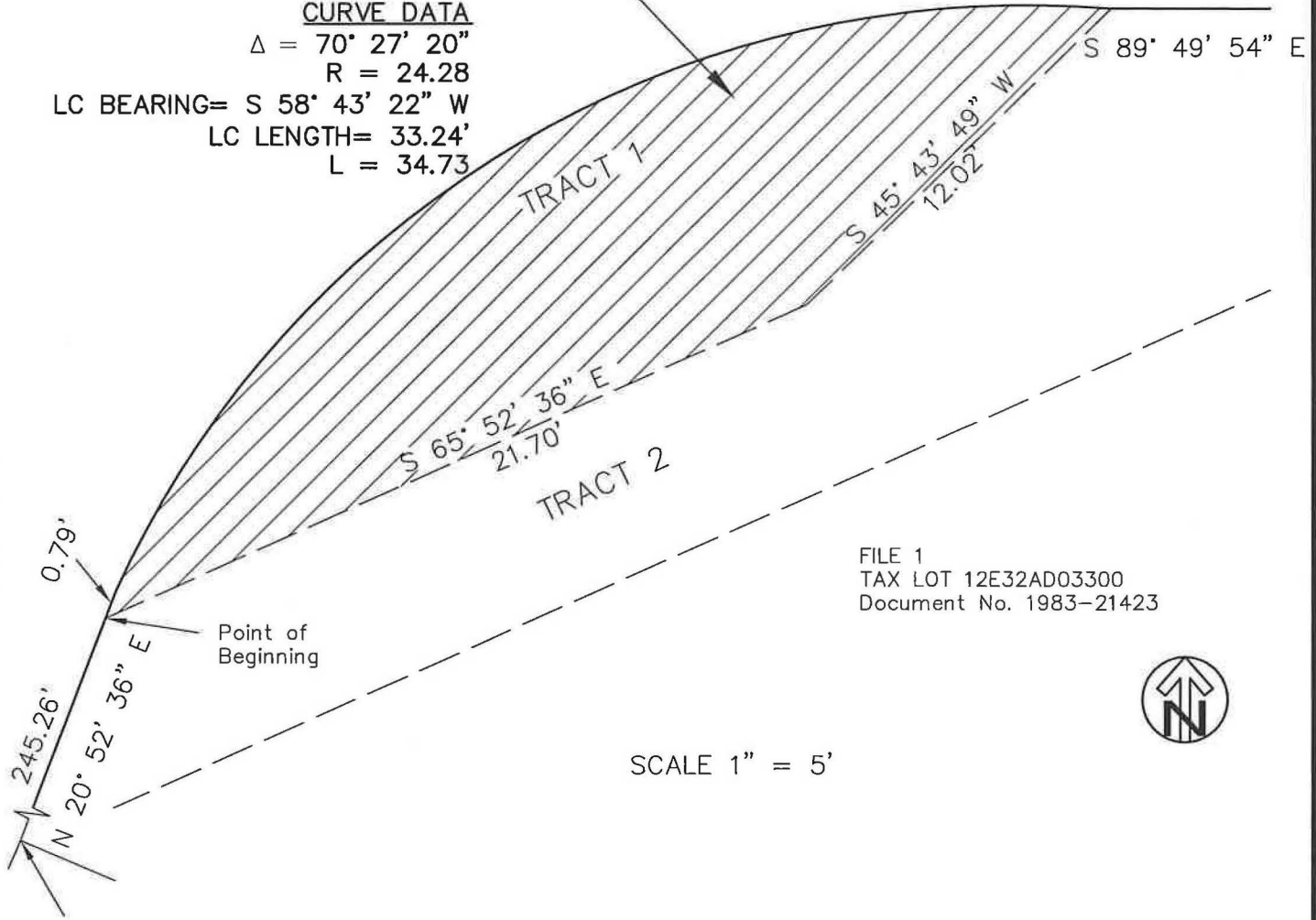
$\Delta = 70^{\circ} 27' 20''$

$R = 24.28$

LC BEARING= S 58° 43' 22" W

LC LENGTH= 33.24'

$L = 34.73$



FILE 1
TAX LOT 12E32AD03300
Document No. 1983-21423



SCALE 1" = 5'

TRACT 1
PERMANENT RIGHT OF WAY EASEMENT
AREA = 167 SF



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

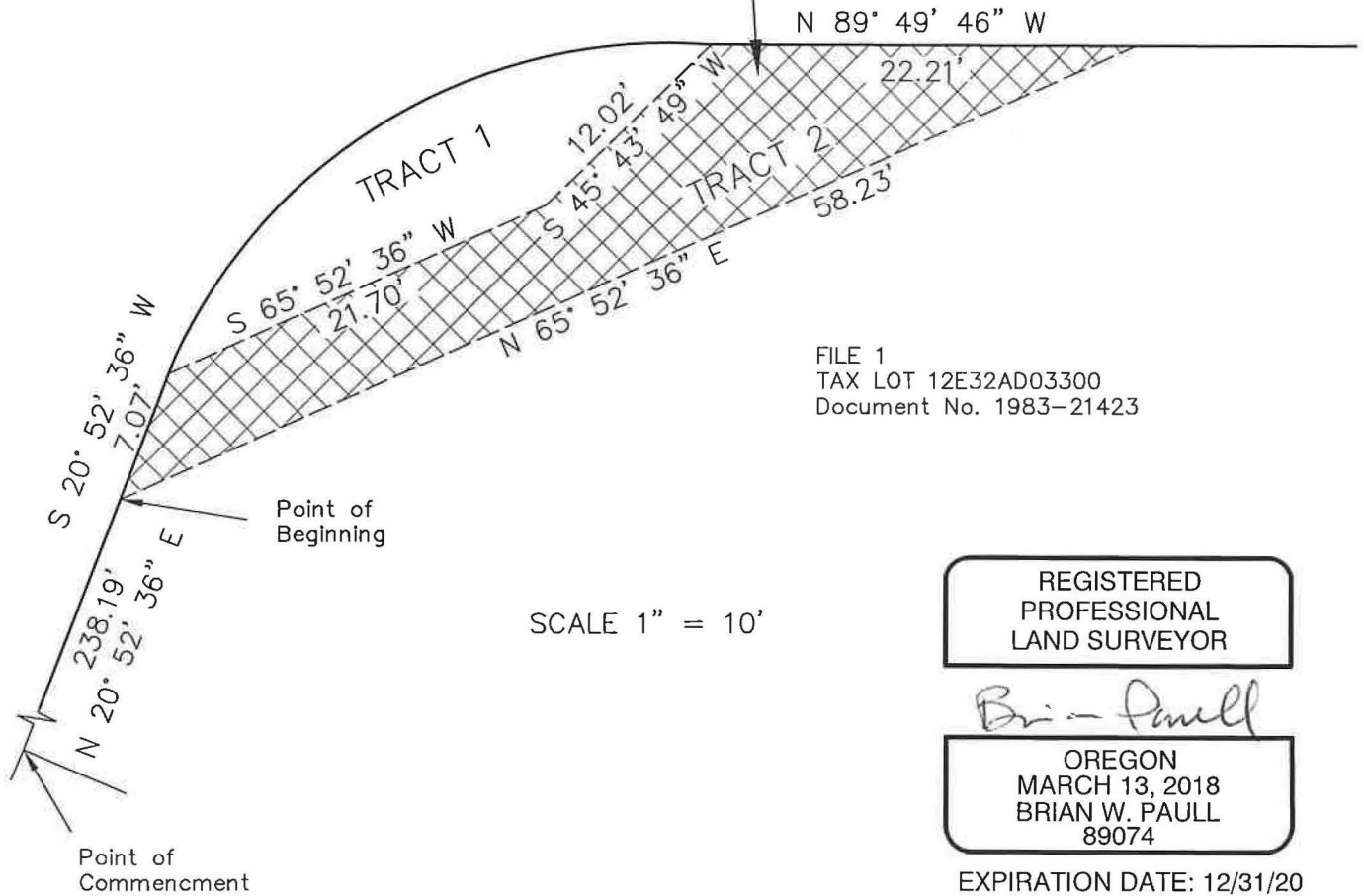
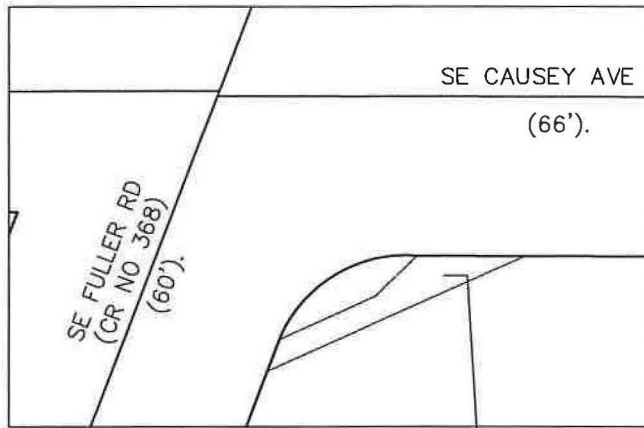
EXHIBIT "B-1"

SE FULLER ROAD AND SE HARMONY DR.

PAGE 1 OF 2

PERMANENT ROW EASEMENT

RD. FILE NO. C122289	DRAWN BY BWP	DESIGN BY BWP	DATE: 10-12-20
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FILE 1
 TAX LOT 12E32AD03300
 Document No. 1983-21423

SCALE 1" = 10'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Brian W. Paull

OREGON
 MARCH 13, 2018
 BRIAN W. PAULL
 89074

EXPIRATION DATE: 12/31/20

LOCATED IN THE NORTHEAST 1/4 OF
 SECTION 32 TOWNSHIP 1 SOUTH,
 RANGE 2 EAST, W.M.
 CLACKAMAS COUNTY, OREGON



TRACT 2
 TEMPORARY CONSTRUCTION
 EASEMENT
 AREA = 293 SF



DEPARTMENT OF
 TRANSPORTATION
 AND
 DEVELOPMENT

EXHIBIT "B-1"

SE FULLER ROAD AND SE
 HARMONY DR.

PAGE 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT

RD. FILE NO. C122289	DRAWN BY BWP	DESIGN BY BWP	DATE: 12-09-20
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EXHIBIT "A-2"
Page 1 of 2
File 2
December 9, 2020

TRACT 1
PERMANENT RIGHT OF WAY EASEMENT:

A portion of that property described in Document No. 2018-074516 of the Clackamas County Deed records, located in the NE 1/4 of Section 32, Township 1 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Beginning at a point at the intersection of the westerly right of way of SE Fuller Rd. (CR No. 368) and the southerly right of way of SE Harmony Dr; thence along said westerly right of way South 20°52'36" West 18.53 feet; thence leaving said westerly right of way line, North 44°52'04" West 24.41 feet to the southerly right of way line of said SE Harmony Dr; thence along said southerly right of way line North 89°57'55" East 23.83 feet to the Point of Beginning.

Containing 206 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

EXHIBIT "A-2"

Page 2 of 2

File 2

December 9, 2020

TRACT 2

TEMPORARY CONSTRUCTION EASEMENT:

A portion of that property described in Document No. 2018-074516 of the Clackamas County Deed records, located in the NE 1/4 of Section 32, Township 1 South, Range 2 East, Willamette Meridian, as shown on Exhibit 'B' attached hereto and by this reference made a part hereof, more particularly described as follows:

Commencing from a point at the intersection of the westerly right of way of SE Fuller Rd. (CR No. 368) and the southerly right of way of SE Harmony Dr; thence along said southerly right of way South 89°57'55" West 23.83 feet to the Point of Beginning; thence leaving said southerly right of way South 44°52'04" East 24.41 feet to the westerly right of way line of said SE Fuller Rd; thence along said westerly right of way line, South 20°52'36" West 5.48 feet; thence leaving said right of way line, North 44°52'04" West 31.64 feet to the southerly right of way line of said SE Harmony Dr; thence along said southerly right of way line, North 89°57'55" East 7.05 feet to the Point of Beginning.

Containing 140 square feet, more or less.

Basis of Bearing: NAD83 2011 (epoch 2010) Oregon Coordinate Reference System, Portland Zone, Per OAR 734.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian W. Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

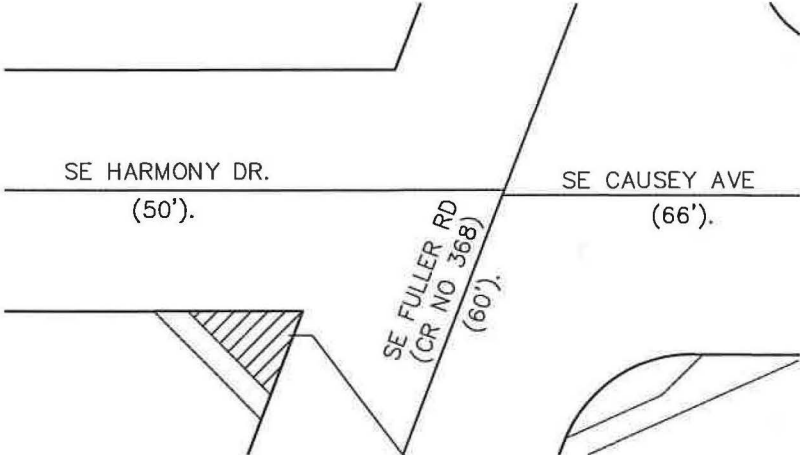
EXPIRATION DATE: 12-31-20

REGISTERED
PROFESSIONAL
LAND SURVEYOR

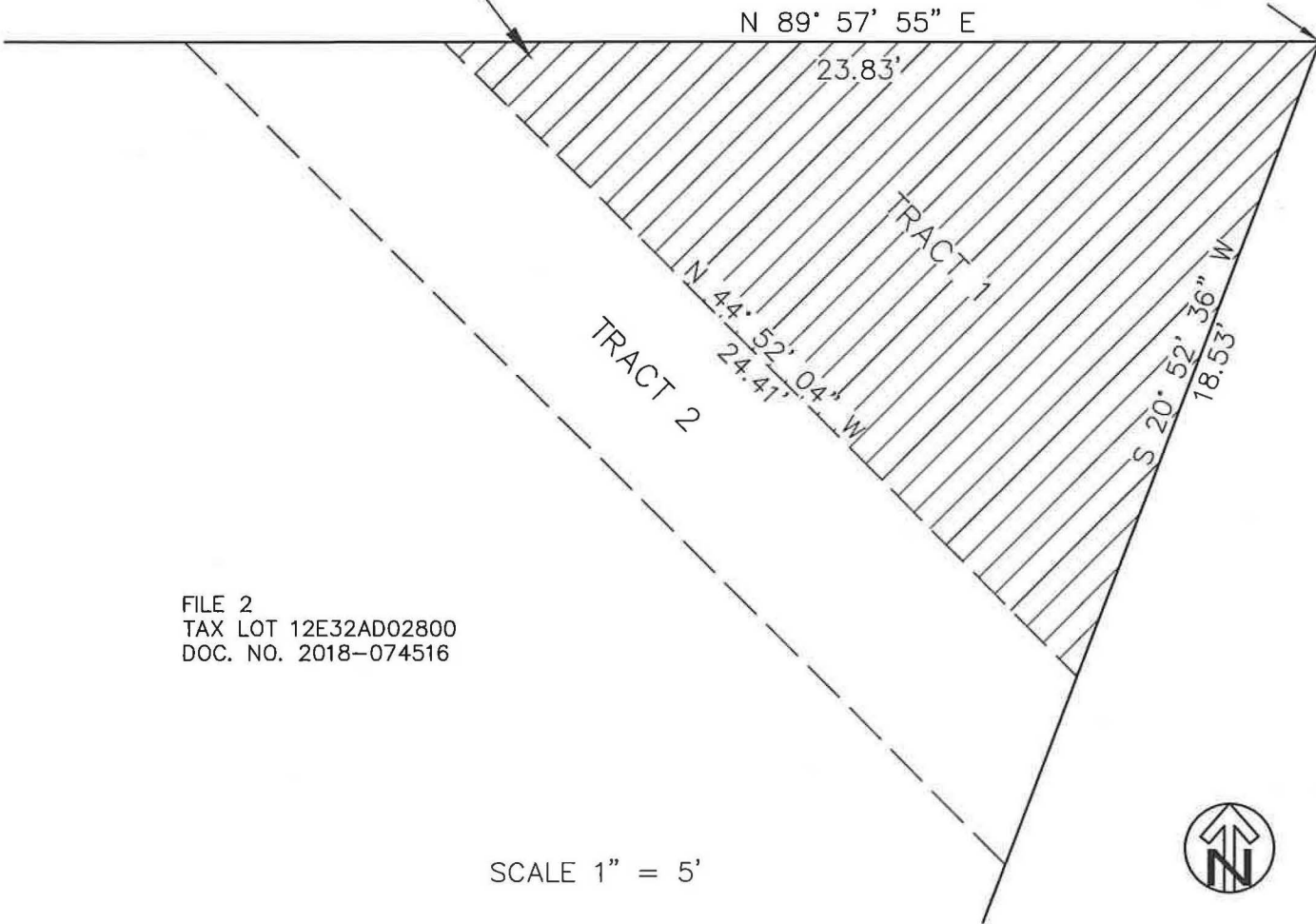
Brian Paull

OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12/31/20



Point of Beginning




FILE 2
TAX LOT 12E32AD02800
DOC. NO. 2018-074516

SCALE 1" = 5'



LOCATED IN THE NORTHEAST 1/4 OF
SECTION 32 TOWNSHIP 1 SOUTH,
RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON

 **TRACT 1**
PERMANENT RIGHT OF WAY
EASEMENT
AREA = 206 SF



**CLACKAMAS
COUNTY**
DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-2"
SE FULLER ROAD AND SE
HARMONY DR.
PAGE 1 OF 2
PERMANENT ROW EASEMENT

RD. FILE NO. C122289	DRAWN BY BWP	DESIGN BY BWP	DATE: 12-09-20
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SE HARMONY DR.
(50').

SE CAUSEY AVE
(66').

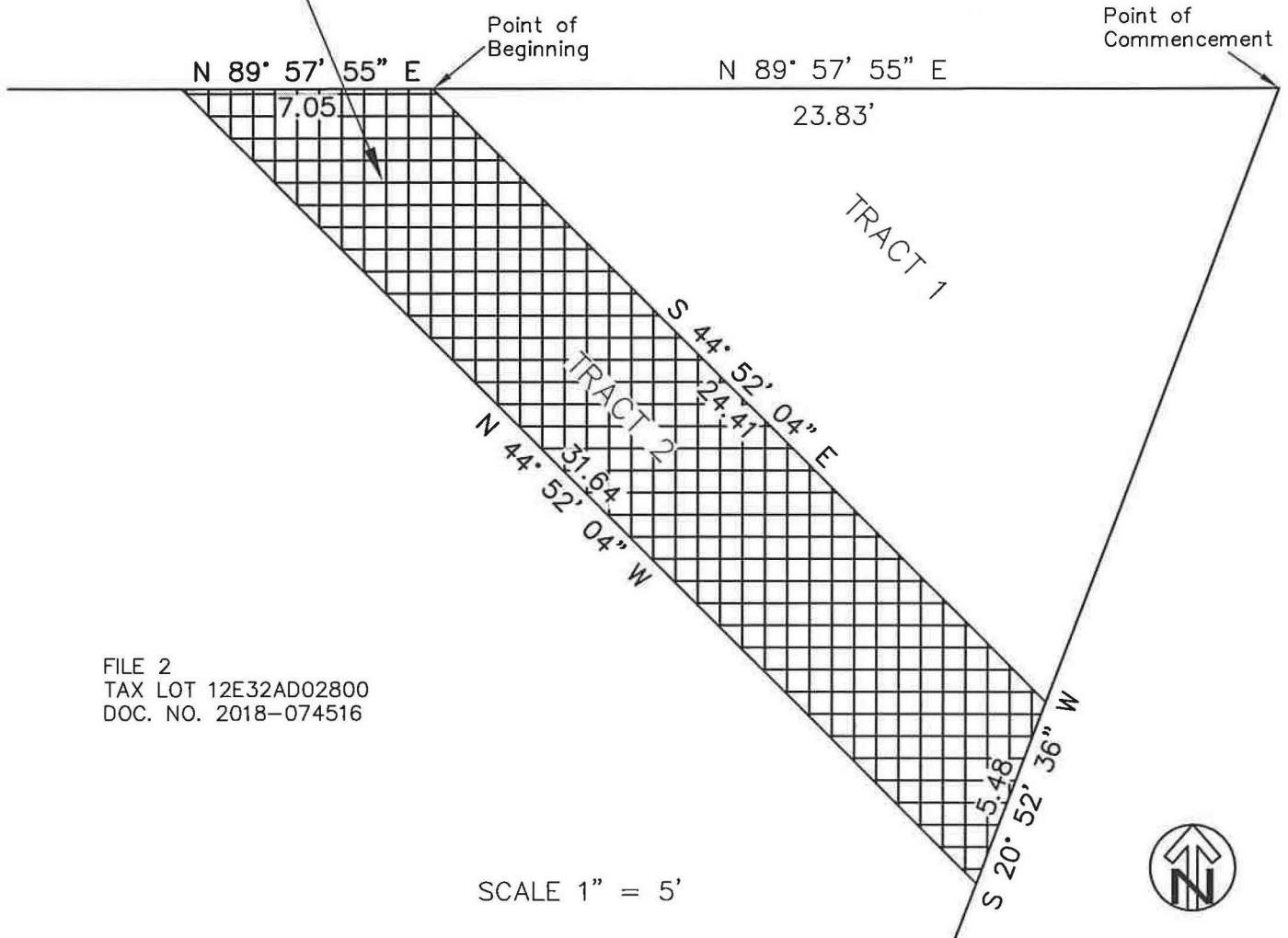
SE FULLER RD
(CR NO 368)
(60').

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Brian Paull

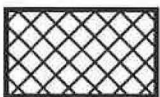
OREGON
MARCH 13, 2018
BRIAN W. PAULL
89074

EXPIRATION DATE: 12/31/20



FILE 2
TAX LOT 12E32AD02800
DOC. NO. 2018-074516

LOCATED IN THE NORTHEAST 1/4 OF
SECTION 32 TOWNSHIP 1 SOUTH,
RANGE 2 EAST, W.M.
CLACKAMAS COUNTY, OREGON



TRACT 2
TEMPORARY CONSTRUCTION
EASEMENT
AREA = 140 SF



DEPARTMENT OF
TRANSPORTATION
AND
DEVELOPMENT

EXHIBIT "B-2"

SE FULLER ROAD AND SE
HARMONY DR.

PAGE 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT

RD. FILE NO. C122289	DRAWN BY BWP	DESIGN BY BWP	DATE: 12-09-20
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DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract #1831 with Murraysmith, Inc. for the
Jennings Ave: OR99E to Oatfield Rd Project

Purpose/Outcomes	Execution of Contract #1831 Amendment #1 allows Clackamas County and Murraysmith, Inc. to continue with the design of sidewalk and bicycle improvements to Jennings Avenue between OR99E and Oatfield Rd.
Dollar Amount and Fiscal Impact	The original contract amount was \$848,665.07. Amendment #1 adds \$150,927.63 for a total not to exceed \$999,592.70.
Funding Source	Federal Surface Transportation Program (STP) and County Road Funds.
Duration	Project is anticipated to be completed by June 30, 2022.
Previous Board Action	01/12/21: BCC Discussion of Amendment #1 to Contract with Murraysmith, Inc. for the Jennings Ave: OR99E to Oatfield Rd Project. 10/17/19: BCC Approval of a Contract with Murraysmith, Inc. for the Jennings Ave: OR 99E to Oatfield Rd Project. 10/11/18: BCC Approval of an Intergovernmental Agreement for Right-of-Way Services with Oregon Department of Transportation for the Jennings Ave: OR99E to Oatfield Rd Project 06/29/17: BCC Approval of Supplemental Project Agreement No. 31035 with Oregon Department of Transportation for the Jennings Ave: OR 99E to Oatfield Road Project. 01/01/17: BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects.
Strategic Plan Alignment	1. This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of providing safe roads for the “users of the transportation system so they can travel safely and efficiently in Clackamas County.” 2. This item aligns with “Build a Strong Infrastructure” and “Ensure safe, healthy and secure communities” by constructing bicycle lanes and sidewalks.
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 12/16/2020; ARN
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

Background:

The County obtained Federal Surface Transportation Program funding to construct improvements along Jennings Avenue from OR99E (McLoughlin Blvd) to Oatfield Road. The improvements include constructing a curb tight sidewalk on the north side of the road and constructing bike lanes on both sides of the road for enhanced bicycle and pedestrian connectivity. The total length of improvements is approximately three quarters (3/4) of a mile (approximately 3860 feet).

The design of the project is 60 percent complete and additional work is needed to finalize the design and perform the right of way phase of the project. The amendment includes items related to additional environmental work related to cultural resources and wetland studies needed to gain FHWA environmental clearances for the project. Additionally, there are additional design efforts related geotechnical pavement explorations (more locations required), illumination analysis (PGE no longer provides this service), traffic speed signs and a pedestrian crossing signal, and additional right of way effort due to an increase in right of way files related to more right-of-way maps & descriptions, right of entries and appraisal and acquisition files. Additional design effort and right of way files are needed because of ADA Ramps needed on the south side of the project at various intersections and the addition of the traffic speed signs and pedestrian crossing signal.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #1 is a 17.8% increase to the original contract.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with Murraysmith, Inc. for the Jennings Ave: OR 99E to Oatfield Rd Project.

Sincerely,

Joel Howie

Joel Howie,
Civil Engineering Supervisor

Placed on the BCC Agenda _____ by Procurement and Contract Services

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH MURRAYSMITH, INC. FOR JENNINGS AVE.
OR99E TO OATFIELD ROAD (RFP 2019-14)
Contract #1831**

This Amendment #1 is entered into between **Murraysmith, Inc.** (“Contractor” or “Consultant”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **October 17, 2019** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

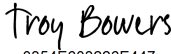
1. Item 2. **Statement of Work, Exhibit A** is hereby amended as follows:
County has requested additional work to be performed by Contractor. The additional Work is attached as **Exhibit A, Supplement to Statement of Work**, and hereby incorporated by reference.
2. Item 3. **Compensation** is hereby amended as follows:
The associated fees to complete the additional Work is summarized at the end of Exhibit A, and approved for up to **\$150,927.63**. The total Contract Compensation shall not exceed \$999,592.70.

ORIGINAL CONTRACT	\$ 848,665.07
<u>AMENDMENT #1</u>	<u>\$ 150,927.63</u>
TOTAL AMENDED CONTRACT	\$ 999,592.70

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

Murraysmith, Inc.

Clackamas County

DocuSigned by:
 12/15/2020
0354E003220E447...
 Authorized Signature Date

_____ Chair


Troy Bowers

Printed Name

_____ Recording Secretary

_____ Date

Approved as to form:



 County Counsel Date

**SUPPLEMENT TO EXHIBIT A
ADDITIONAL WORK**

SUPPLEMENT TO EXHIBIT A STATEMENT OF WORK

1.1 Administration & Record Keeping – Additional Effort

Consultant shall:

- Prepare invoices and progress reports according to the Invoice Requirements Guide referenced in the Contract under Section H.5 - Invoices. Each progress report must:
 - Break out profit from cost based on percent complete

For budgeting purposes, it is assumed that up to an additional 11 reports for a total of 33 progress reports will be necessary.

1.2 Coordination – Additional Effort

Consultant shall:

- Support County’s management of right-of-entry acquisition

3.2.1 Literature Review/Field Reconnaissance/Baseline Report - Deleted Task

This task is deleted in its entirety.

3.2.2 Phase I Archaeological Investigation with Technical Report – New Task

The purpose of this task is for Consultant to establish the presence or absence of archaeological sites in, or eligible for the National Register of Historic Places (“NRHP”), which may be in the APE for the Project. Investigations under this task must comply with Guidelines for Conducting Field Archaeology in Oregon, The Phase I investigation must comply with the latest updated SHPO guidelines and the latest updated SHPO guidelines for Reporting on Archaeological Investigations. These investigations must include a pedestrian survey and/or subsurface exploratory probing. Subsurface probing must be conducted in areas where ground visibility is low and in areas of high probability for archaeological resources, unless documented proof of previous fill is available i.e. as-builts/geomorphological work.

Consultant shall conduct record searches and literature review for the APE provided by Agency and a one-mile radius, prior to any fieldwork. Consultant shall, at a minimum, examine the following databases and documents:

- the SHPO database in Salem, OR;
- appropriate Tribal Historic Preservation Office (“THPO”) database if APE is within a recognized reservation boundary;
- General Land Office maps;
- historic topographic maps;
- Sanborn Fire Insurance Maps;

- other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a one mile radius of the APE.

Consultant shall conduct pedestrian field surveys within the APE and must include areas where ground will be disturbed by Project construction including temporary access roads, as well as staging areas, material sources, disposal sites, detours, etc. Consultant shall provide the Agency Archaeologist with a minimum of 5 business days advance notice prior to conducting a pedestrian survey. Pedestrian survey methods must be consistent with the latest updated SHPO guidelines. The recommended maximum spacing of transects will be 20 meters apart and no more than 30 meters apart; and may be as close as 10 meters apart vary depending on terrain features and/or ground visibility. Consultant shall determine transect spacing based on professional judgment to ensure that all probable sites are discovered. All cultural resources observable on the surface and in exposed subsurface profiles during the inventory must be identified and recorded. Consultant shall mobilize up to three (3) times to facilitate right-of-entry timelines.

Consultant shall obtain all required excavation permits and conduct subsurface exploratory probing in the APE. Copies of the draft excavation permits must be provided to the Agency Archaeologist prior to submittal to SHPO. Consultant shall provide the Agency Archaeologist with a minimum of 5 business days advance notice of exploratory probing. Subsurface Exploratory Probing field methodology must be consistent with the latest updated SHPO guidelines.

Probing must be based on an established research design. Probes must be at least 30 cm in diameter and dug to sterile (at least two levels void of cultural material) or to 50 cm and two sterile levels where possible, or as appropriate based on varying field conditions. Materials must be screened with a 1/8-inch mesh screen (1/4-inch as needed, see SHPO guidelines). Up to 15 discovery probes will be excavated under this task.

Auguring may be used, to establish soil stratigraphy or depth of archeological deposits and may be incorporated into the research design, if approved by Agency Archaeologist. Materials must be screened with a 1/8-inch mesh screen.

Consultant shall prepare Phase I Archaeological Investigation Report. The Report must include:

- A purpose statement and full Project description including:
 1. Agency Key Number and Federal Aid Number
 2. Location and legal description
 3. General environmental description
 4. Historic context
 5. Proposed construction activities
 6. Defined APE and APE map
 7. Total acreage of impact
 8. Anticipated direct, indirect and cumulative impacts
- Results of SHPO/THPO data base searches including:
 1. Brief summary of previous archaeological research completed within one mile of APE with eligibility description if available.
 2. Brief summary of recorded archaeological features within one mile of APE with an eligibility description if available.

- Results of GLO and Sanborn map review including:
 1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE
- Discussion of ethno-historic information and historic context of APE and surrounding environment
- Description of pedestrian survey methods including date(s) of survey, types of transects used, and names and duties of personnel conducting the survey
- Results of pedestrian survey including ground conditions (percent visibility) and difficulties encountered, if any; descriptions of any archaeological artifacts encountered and other pertinent information
- Description of subsurface exploratory probing methodology including date(s) of probing, and names and duties of personnel completing probes
- Results of subsurface exploratory probing, including descriptions of soil conditions and any archaeological artifacts encountered and other pertinent information. Negative findings must be reported also
- Summary of Tribal consultation(s), to be provided by Agency
- A summary with recommendations that must include a discussion of the site(s) identified and whether or not they meet NRHP criteria and maintain integrity
- List of references cited
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE
- Site forms and isolate forms (hard copies) for newly discovered archaeological sites and isolates. Consultant shall also complete the SHPO Online Site Form
- Site update forms for previously identified archaeological sites
- A modified [Determination of Eligibility \(DOE\)](#), a maximum of 2-3 pages long, must be included in the Appendix for historic sites with no subsurface component. This Appendix must include a short discussion on Boundaries (vertical and horizontal), Integrity as well as Statement of Significance and discussion of the NRHP Criteria. Consultant shall provide enough information to write a detailed DOE.
- Maps, photos and an artifact catalogue

Establishing eligibility without testing for prehistoric sites may be difficult; however, this is possible with historic sites if sufficient historic documentation is provided. Please refer to SHPO guidelines.

Consultant shall provide final Phase I Technical Report and site forms in PDF format; digital images of each photo and illustration; raw GPS files (*.ssf and *.cor), and edited GIS files (*.shp, *.shx, and *.dbf).

3.2.2 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Phase I Technical Report with site forms and/or isolate forms to APM for review per Task 1 Project Design Schedule.
- One electronic copy (in PDF format) of the Final Phase I Technical Report with site forms and/or isolate forms to APM 2 weeks following receipt of draft review comments.

3.3.1 Historic Resources Baseline Report – Additional Effort

It is anticipated there will be an additional 44 resources for a total of 59 historic resources identified in the baseline report.

3.3.2 Section 106 Determination of Eligibility (DOE) (CONTINGENCY – See Section F) – Additional Effort

A DOE will be prepared for up to an additional 4 resources for a total of 6 resources. An ODOT Cultural/Historic Resource Specialist will transmit the final DOE(s) to SHPO and will obtain the necessary concurrence documentation from SHPO.

3.3.3 Section 106 Finding of Effect (“FOE”) (CONTINGENCY – See Section F) – Additional Effort

FOEs will be prepared for up to an additional 4 resources for a total of 6 resources. An ODOT Historic Resource Specialist will transmit the final FOEs to SHPO and will obtain the necessary concurrence documentation from SHPO.

Task 3.4.2 Geotechnical Drilling Support (CONTINGENCY – See Section F) – Deleted Task

This task is deleted in its entirety.

Task 3.4.2.1 Work Plan and Health and Safety Plan (CONTINGENCY – See Section F) – Deleted Task

This task is deleted in its entirety.

Task 3.4.2.2 Sample Collection and Reporting (CONTINGENCY – See Section F) – Deleted Task

This task is deleted in its entirety.

3.6.1 Wetland/Waters of the U.S./State Determination – Additional Effort

Consultant shall:

- Mobilize up to two (2) times to facilitate right-of-entry timelines.

6.3 Geotechnical and Pavement Explorations

Consultant shall perform subsurface explorations to estimate and characterize the in situ soils for the purposes of addressing foundation support and other geotechnical or geological considerations for the following:

- Retaining wall design and construction where an additional 2 explorations for a total of 3 geotechnical explorations.

Consultant shall perform the exploration work while following additional requirements as follows:

- Mobilize up to two (2) times to facilitate sight-specific right-of-entry timelines at File 61.

8.3 Illumination Analysis and Design – Additional Effort

Consultant shall complete a lighting analysis for the project corridor using AGI32 Lighting Analysis software. The analysis will be conducted to determine the appropriate spacing, luminaire wattage, and mounting height necessary to obtain the required average maintained light levels and uniformity, assuming PGE final pole locations. Consultant shall coordinate with PGE to refine lighting analysis based on preliminary results. Plans will be developed only after coordination with PGE is completed and lighting analysis results are approved. The results of the lighting analysis shall be summarized in an email to PGE, a technical memorandum is excluded from this task. Illumination plans shall include pole locations and luminaire information only Conduit and circuitry design to be completed by PGE.

This task excludes an evaluation of illumination alternatives and field verified light meter readings.

8.3 Consultant Deliverables and Schedule

Consultant shall provide:

- Advance Illumination plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2) contingent on final pole locations from PGE.
- Final Illumination plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.9 Rectangular Rapid Flashing Beacon (RRFB) - New Task

Consultant shall prepare plans, specifications and construction cost estimate (“PS&E”) for the construction of a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of SE Jennings Avenue and SE Portland Avenue. Plans and specifications shall conform to the County and MUTCD standards. Consultant shall coordinate with utility for service connection, as necessary.

8.9 Consultant Deliverables and Schedule

Consultant shall provide:

- RRFB plans, specifications, and cost estimate included in Preliminary PS&E submittal (Task 15.1)
- Advance RRFB plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final RRFB plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

8.10 Driver Speed Feedback Signs - New Task

Consultant shall prepare plans, specifications and construction cost estimate (“PS&E”) for the construction of two Driver Speed Feedback Signs on SE Jennings Avenue, west of Oatfield Road.

Plans and specifications shall conform to the County and MUTCD standards. Consultant shall coordinate with utility for service connection, as necessary.

8.10 Consultant Deliverables and Schedule

Consultant shall provide:

- Driver speed feedback plans, specifications, and cost estimate included in Preliminary PS&E submittal (Task 15.1)
- Advance driver speed feedback plans, specifications, and cost estimate included in Advance PS&E submittal (Task 15.2)
- Final driver speed feedback plans, specifications, and cost estimate included in Final PS&E Package submittal (Task 15.3)

10.3 Roadway Design Exceptions – Modified Effort

10.3 Consultant Deliverables and Schedule:

Consultant shall provide:

- Up to a total of one (1) multi-disciplined design exception request with multiple sub-requests and greater complexity than originally scoped.

County shall provide:

- ADA related design exception requests

TASK 14 RIGHT OF WAY (ROW)

For estimating purposes, an additional 7 files for a total of 46 parcel files are anticipated for this project on the north side of Jennings Avenue. The additional files creates additional effort for the following tasks:

14.3 Right of Way Engineering, Maps & Descriptions – Additional Effort

Consultant shall develop an additional 7 ROW Engineering, Maps & Descriptions.

14.4 Right of Way Programming Estimate – Additional Effort

Consultant shall revise the ROW Programming Estimate to include the additional files.

PLEASE NOTE: Consultant shall not perform any services described in Tasks 14.5 through 14.10 below until Agency issues NTP for the ROW phase of the Project.

14.5 Preliminary Activities – Additional Effort

Consultant shall develop GINs for the additional 7 ROW files.

14.6 Appraisal and Appraisal Review – Additional Effort

Consultant shall provide:

- Up to an additional 3 appraisals for a total of eight (8) appraisals.

14.7 Acquisition Services – Additional Effort**TASK 15 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E) – Additional Effort**

Consultants shall prepare additional or modified plan sheets according to the following table:

Table 15

Name of Sheet	Estimated # of Sheets	60% PS&E Submittal	Advanced Submittal	Final Submittal
Sheet index	(1)	X	X	X
Typical sections	(5)	X	X	X
Civil details	(6)	X	X	X
Roadway plan and profiles (1"=30')	(15)	X	X	X
ADA ramp/intersection details	(28)	X	X	X
Drainage/stormwater plan/profile	(0)			
Drainage & water quality details	(0)			
Driveway Details	(6)	X	X	X
Erosion Control Details	(0)			
Illumination legend	(1)		X	X
Illumination plans (rural version)	(7)		X	X
Retaining wall #1 plan and profile	(9)	X	X	X
Retaining wall details	(0)			
Signal plans	(5)	X	X	X
Signal details	(2)	X	X	X
Rectangular Rapid Flashing Beacon (RRFB)	(2)	X	X	X
Driver Speed Feedback Sign	(3)	X	X	X

SUMMARY FEE SCHEDULE:**Summary Breakdown of Costs****PA/ATA or Contract Number: 1831; Amd Number: 1****WOC Number: ##; Amd Number: ##****PROJECT NAME: Jennings Avenue: OR 99E to Oatfield Road**

Total Non-Contingency Hours	1198
Total Non-Contingency Labor Costs	\$ 114,942.27
Total Non-Contingency Direct Expenses	\$ 12,539.00
Total Non-Contingency Costs	\$ 127,481.27
Total Non-Contingency Profit	\$ 10,207.96
Total Non-Contingency Cost + Profit	\$ 137,689.23

Total Contingency Hours	193
Total Contingency Labor Costs	\$ 12,437.49
Total Contingency Direct Expenses	\$ (1,027.00)
Total Contingency Costs	\$ 11,410.49
Total Contingency Profit	\$ 1,827.91
Total Contingency Cost + Profit	\$ 13,238.40

Total For Amendment #1 \$ 150,927.63



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

January 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to accept a grant award from the State of Oregon, by and through the Oregon Military Department (OEM) for FEMA 4562-DR-OR Wildfire Declaration and Straight-Line Winds

Purpose/Outcome	Approval to accept a grant award from the State of Oregon, by and through the Oregon Military Department (OEM) for FEMA 4562-DR-OR Wildfire Declaration and Straight-Line Winds.
Dollar Amount and Fiscal Impact	No dollar figure is committed at this time, but financial commitments will be made by OEM and FEMA.
Funding Source	Federal funding provided by FEMA and administered by Oregon Emergency Management (OEM)
Duration	The agreement will terminate when the projects associated with the event are complete.
Previous Board Action/Review	Approved for consent agenda at Issues on 1/12/21
Strategic Plan Alignment	N/A
Counsel Review	Reviewed and approved by AN on 1/05/2021
Procurement Review	N/A Acceptance of a grant agreement is not subject to procurement review.
Contact Person	Christa Bosserman-Wolfe, Deputy Finance Director 503-758-4839 Michael Morasko, Senior Accountant 503-742-5435
Contract No.	4562-DR-OR

Background:

On September 8, 2020, Clackamas County made a disaster declaration due to the devastating impacts of the 2020 Wildfires. The County activated the Emergency Operations Center and began tracking costs for a FEMA event. Attached is an agreement, through the State of Oregon, to accept FEMA funding.

This agreement, provided by FEMA and administered by OEM, is issued under the authority of Presidential Major Disaster Declaration FEMA 4562-DR-OR. OEM will reimburse Clackamas County for eligible costs for the restoration of public facilities damaged from September 7, 2020, through November 3, 2020. FEMA will reimburse the County up to 75 percent of eligible costs. Clackamas County is required to cover the remaining 25 percent, and this is considered matching funds for the agreement.

The agreement is an open-ended award amount, and the value will be determined by FEMA through OEM. Based on expenditures to date, County Finance anticipates the total agreement to be approximately \$2,418,888.00.

OEM has requested that Clackamas County return the attached formal contract as soon as possible.



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Recommendation:

Staff respectfully recommends that the Board accept the attached grant agreement between Clackamas County and the Oregon Military Department.

Sincerely,

Christa Bosserman-Wolfe
Deputy Finance Director

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4562-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and Clackamas County a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT".

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Wildfires and Straight-Line Winds from September 07, 2020 through November 03, 2020.

WHEREAS OEM is authorized by the 2020 FEMA-State Agreement for the Wildfires and Straight-Line Winds to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4562-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of September 07, 2020 through November 03, 2020, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon

completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4562-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4562-DR-OR, that amount is \$131,100.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for initial approval, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a

- State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
- c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4562-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of

Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
- d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
- e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
- f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
- g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.

2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (Federal Listings number-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information

set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.
2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford

Act”); 44 CFR Parts 7, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR-4562; Wages, Hours and Records Laws (ORS Chapter 652) Minimum Wages; Employment Conditions; Minors (ORS Chapter 653) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this

Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved
14. Reserved
15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).
16. Notice of awarding agency requirements and regulations pertaining to reporting.
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.
17. Subrecipient will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), section 508 of the Clean Water Act (33 U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1 *et seq.*).
18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 SEVERABILITY

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

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

NAME Christa Bosserman-Wolfe
TITLE Deputy Director - Clackamas County Finance
ADDRESS 2051 Kaen Road
CITY Oregon City, OR 97045
Phone: (503)742-5407
Fax: (503)742-5401

For OEM:

Stanton E Thomas
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3181
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations

and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Stanton E. Thomas, Alternate GAR
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler
Assistant Attorney General
By Email
DATE: 12/1/20

Federal Tax ID No. (TIN): 93-6002286
DUNS #: 096992656

Organization: Clackamas, County of

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA:

Address: 2051 Kaen Road,
Oregon City, OR 97045

Phone: (503) 742-5400

EXHIBIT A –

Information Required by 2 CFR 200.331(a)(1)

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. Below):
2. Subrecipient’s Unique Entity Identifier (i.e. DUNS number):
3. Sub-award Period of Performance Start and End Date:
4. Total Amount of Federal Funds Obligated by this Agreement:
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$
6. Name of pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of pass-through entity: Oregon Office of Emergency Management
 - (b) Contact Information for Awarding Official of the pass –through entity: Andrew Phelps
7. Federal Award:
 - (a) Federal Award Identification Number (FAIN): DR-4562-OR
 - (b) Disaster Declaration Date: 9/15/2020
 - (c) Incident Period: 9/7/2020 – 11/3/2020
 - (d) Federal Award Date:
 - (e) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:
 - (f) Federal Awarding Agency: FEMA _____
 - (g) CFDA Number and Name: Public Assistance Grant, 97.036
Amount: \$
 - (h) Indirect Cost Rate: 0
 - (i) Is Award Research and Development? Yes No

*For the purposes of this Exhibit A, “Subrecipient” refers to SUBRECIPIENT and “pass-through entity” refers to the State of Oregon, Office of Emergency Management.

**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current [federal][state] fiscal year.

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET					
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA	4562	-	DR	-OR	
APPLICANT:			WORK COMPLETE AS OF:		
Site 1 of 1					
DAMAGED FACILITY:			COUNTY:		
LOCATION:				LATITUDE:	LONGITUDE:
DAMAGE DESCRIPTION AND DIMENSIONS:					
SCOPE OF WORK:					
Current Version:					
Does the Scope of Work change the pre-disaster conditions at the site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Special Considerations included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Hazard Mitigation proposal included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			Is there insurance coverage on this facility? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Exhibit B

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract			
				TOTAL COST	
PREPARED BY		TITLE PDMG	SIGNATURE		
APPLICANT REP.		TITLE Chief Financial Officer	SIGNATURE		

SUBRECIPIENT : PA-10-OR-4562-PW-000## Conditions					
Information					
Review Name	Condition Type	Condition Name	Description	Monitored	Status
Final Review					



January 21, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of an Extension to the Wood Innovation Grant Award between Clackamas County and US Forest Service to Support Incorporation of Mass Timber in County Courthouse Project

Purpose/Outcomes	Approval of an extension to the Wood Innovations Grant from the US Forest Service. This grant provides support to the County Courthouse project by funding development of potential courthouse designs utilizing mass timber/cross laminated timber, conducting an accompanying life cycle analysis, and developing a communication plan. An extension from February 1, 2021 to December 31, 2021 is needed to allow additional time for the dissemination of the work at industry conferences as outlined in the original project plan. Extensive delays in this process have been experienced due to COVID-19.
Dollar Amount and Fiscal Impact	The grant award is for \$100,000. The grant has a 50% match requirement, which will be met primarily through in-kind staff time contributions, as well as some local funding of travel, supplies, and other project costs.
Funding Source	USFS Wood Innovation Grant #19-DG-11062765-733
Duration	August 1, 2019 through December 31, 2021
Previous Board Action	<ul style="list-style-type: none"> • 2/20/19, Grant Application Life Cycle Form approved by County Administrator • 8/8/2019, Approval of Research Services Agreement No. 27786 between Clackamas County and the University of Oregon to conduct project • 8/15/2019, Approval of USFS Wood Innovation Grant #19-DG-11062765-733 between Clackamas County and the US Forest Service
Strategic Plan Alignment	<ul style="list-style-type: none"> • This grant agreement extension supports the BCS goal of providing a mechanism for businesses to locate or expand in Clackamas County. The project supports the mass timber industry by providing more opportunities for mass timber to be showcased in publically owned assets. • This grant agreement amendment supports the County Goal of Building Public Trust through Good Government by supporting the goal to build a new courthouse, and also supports the key initiative of Growing the Mass Timber industry in Clackamas County, which creates family wage jobs, by providing a mechanism for mass timber utilization in the design of the new courthouse. Creating family wage jobs supports the County Goal of Growing a Vibrant Economy.
Counsel Review	County Counsel Review Date: December 15, 2020 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? No

	This agreement is a grant agreement, therefore is not subject to Procurement oversight.
Contact Person	Laura Zentner, BCS Director (503) 742-4351 Sarah Eckman, BCS Deputy Director (503) 894-3135
Contract No.	USFS Wood Innovation Grant #19-DG-11062765-733

BACKGROUND:

Clackamas County was awarded a \$100,000 Wood Innovations Grant from the United States Forest Service. Funds from the grant have supported the following work related to the County Courthouse project:

- Completion of a Fall 2019 design studio conducted by the University of Oregon's Department of Architecture. The studio focused on designs for the proposed new County Courthouse utilizing mass timber for the main structural system. As part of the design studio, the University provided experts in courthouse design, energy and daylight performance, building codes and mass timber engineering to assist the faculty and student teams working on the design proposals.
- Completion of a Life Cycle Analysis that considers the economic and environmental co-benefits of building with mass timber.
- Development of a communications plan to support public engagement around the innovative use of mass timber in the courthouse design and construction.
- Dissemination of project findings at industry conferences. This portion of the project has been delayed due to COVID-19.

The work funded by this grant supports the Board's desire to incorporate the use of mass timber in the design and construction of the proposed new County Courthouse, and also supports the County's ongoing Cross Laminated Timber (CLT) initiative.

RECOMMENDATION:

Staff recommends Board approval of the Modification of Grant or Agreement #19-DG-11062765-733 between Clackamas County and United States Forest Service and further authorizes the Director or Deputy Director of Business and Community Services to sign on behalf of the County.

ATTACHMENT: Modification of Grant or Agreement #19-DG-11062765-733 between Clackamas County and United States Forest Service

Respectfully,



Laura Zentner, CPA
Director, Business & Community Services



MODIFICATION OF GRANT OR AGREEMENT	PAGE 1	OF PAGES 2+attachments
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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 19-DG-11062765-733	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): U.S. Forest Service State & Private Forestry 1220 SW Third Avenue Portland, OR 97204	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Same as block 4.	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Clackamas 2051 Kaen Rd Oregon City, OR 97045-1819	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Extend the performance period from 02/01/2021 to 12/31/2021.
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Update recipient program and administrative contact to Jon Legarza from Rick Guen (program) and Greg Williams (administrative); update U.S. Forest Service administrative contact from Faydra Lampshire to Judith Lang; and incorporate provision updates. See block 9.
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

a) Incorporate recipient program and administrative contact:
 Jon Legarza
 Economic Development Coordinator
 Business and Community Services Clackamas County
 150 Beaver Creek Road, Suite 419
 Oregon City, OR 97045
 T: 503-742-4366
 M: 971-284-1150
 jlegarza@clackamas.us

b) Incorporate U.S. Forest Service Administrative Contact
 Judith Lang
 Grants Management Specialist
 State and Private Forestry
 1220 SW Third Avenue
 Portland, OR 97204-2825
 T: 503-808-2338
 judith.lang@usda.gov

c) Provision updates: Incorporate mandatory provision updates (Addendum to Attachment A)

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Addendum to Attachment A and SF-424



11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. RECIPIENT SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): LAURA ZENTNER		11.F. NAME (type or print): MICHAEL SHEPHARD	
11.G. TITLE (type or print): Director of Business and Community Services		11.H. TITLE (type or print): (Acting) Director State & Private Forestry, PNW & Alaska Regions	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: _____ KEVIN NEELY U.S. Forest Service, Grants Management Specialist	12.B. DATE SIGNED
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Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

ADDENDUM TO ATTACHMENT A

Federal Assistance Identification Number: 19-DG-11062765-733 Modification 001

Award Project Title: Clackmas County Mass Timber Courthouse Design Life-cycle Demonstration

Purpose: Changes to the Uniform Guidance (**2 CFR 200**), have recently been incorporated as part of continuing revisions and improvements for federal awards.

Per direction from Office of Management and Budget and the U.S. Department of Agriculture, the following additions to the award agreement language and the revised Termination language from 2 CFR 200.340 shall be incorporated into the referenced award agreement:

PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM (2 CFR 200.300) As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, **2 CFR 200.300**.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR 200.216) The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

The full text of 2 CFR 200.340 is below.

T. TERMINATION. This award may be terminated, in whole or part pursuant to **2 CFR 200.340**.

(a) The Federal award may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or passthrough entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for

ADDENDUM TO ATTACHMENT A

- which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
- (b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.
- (c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
- (1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—
- (i) Has exhausted its opportunities to object or challenge the decision, see § 200.342; or
 - (ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
- (2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:
- (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
- (3) Federal awarding agencies must not post any information that will be made publicly available in the nonpublic segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.
- (d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or passthrough entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.344 and 200.345.

Jim Archuleta 12/09/2020

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input checked="" type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s): C: Increase Duration * Other (Specify):
* 3. Date Received: 04/07/2020	4. Applicant Identifier:	
5a. Federal Entity Identifier:	5b. Federal Award Identifier: 19-DG-11062765-733 Modification 001	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: Clackamas County		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002286	* c. Organizational DUNS: 0969926560000	
d. Address:		
* Street1: 2051 Kaen Rd	Street2:	
* City: Oregon City	County/Parish:	
* State: OR: Oregon	Province:	
* Country: USA: UNITED STATES	* Zip / Postal Code: 97045-1819	
e. Organizational Unit:		
Department Name: Business & Community Services	Division Name: Economic Development	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	* First Name: Jon	Middle Name:
* Last Name: Legarza	Suffix:	
Title:		
Organizational Affiliation:		
* Telephone Number: 971-284-1150	Fax Number:	
* Email: jlegarza@clackamas.us		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

USDA - Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.674

CFDA Title:

Wood Utilization Assistance

*** 12. Funding Opportunity Number:**

USDA-WERC-2019

* Title:

2019 Wood Innovations Program, Grant Category 2: Expansion of Wood Products Markets

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Clackamas County mass timber Courthouse Design and Life-Cycle Demonstration

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="100,000.00"/>
* b. Applicant	<input type="text" value="83,857.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="183,857.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:



CHRISTINA MCMAHAN
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Maple Star Oregon, Inc. for the
Emergency Shelter Care Services**

Purpose/Outcome	Approval of a contract with Maple Star Oregon, Inc., to provide emergency shelter care services to the County.
Dollar Amount and Fiscal Impact	Contract total value of \$290,300.00 and is a budgeted expense.
Funding Source	260-7707-00-431590
Duration	Contract signing until December 31, 2025
Previous Board Action/Review	1/12/2021 Policy Session with Board
Strategic Plan Alignment	1. Provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete supervision, and stop committing offenses. Ensure each youth receives the appropriate level of supervision and support to achieve this outcome. 2. Ensure safe, healthy and secure communities.
Counsel Review	12/16/2020, AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Ed Jones, Administrative Services Manager, 503-650-3169
Contract No.	3311

Background:

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

CCJD supports a system of early intervention and intervention that addresses a youth's risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement.

Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

The overall goal of Emergency Shelter Care is to divert youth from detention beds when they can be safely placed in this temporary residential setting while safety planning and communication transpires with family members and providers.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on May 19, 2020. Proposals were opened on June 17, 2020. The County received two (2) Proposals: Maple Star Oregon, Inc and Boys and Girls Aid Society of Oregon. An evaluation committee of four Juvenile personnel scored all proposals and confirmed their capability of performance. Both vendors were chosen and awarded the contract to provide service through December 31, 2025.

Recommendation:

Staff respectfully recommends that the Board approve and execute the contract with Maple Star Oregon, Inc., for the Emergency Shelter Care Services Project.

Sincerely,


Christina McMahon
Director

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3311**

This Personal Services Contract (this “Contract”) is entered into between **Maple Star Oregon, Inc.**, (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Juvenile Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Emergency Shelter Care (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed **fifty six thousand nine hundred forty dollars (\$56,940.00)** and a total contract value sum not to exceed **two hundred ninety thousand three hundred dollars (\$290,300.00)**, for accomplishing the Work required by this Contract. The County agrees to pay Contractor a rate of \$156.00 per night for 1 guaranteed bed, regardless of utilization of the guaranteed bed, which equals \$56,940 annually, and \$156.00 per night per bed for any additional bed(s) when used. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices the number of days in the month for Work performed. Invoices shall describe all Work performed with particularity, either guaranteed bed or additional bed(s), by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Ed Jones at EJones@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor	County
Administrator: Chelsey Wikman Phone: 971-409-2308 Email: Chelsey.wikman@pathways.com	Administrator: Ed Jones Phone: 503-650-3169 Email: EJones@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity,

immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

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

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Maple Star Oregon, Inc.

Clackamas County

Chelsey Wikman 12/8/2020
 Authorized Signature Date

 Chair Date

Chelsey Wikman, Regional Director
 Name / Title (Printed)

 Recording Secretary

643581-88
 Oregon Business Registry #

Approved as to Form:

DNP/Oregon
 Entity Type / State of Formation

[Signature] 12/16/2020
 County Counsel Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor will provide one (1) guaranteed Emergency Shelter Care (“ESC”) service bed for Clackamas County youth who are referred by the County staff and, if available, will provide additional ESC services bed(s) for Clackamas County youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. If the Contractor refuses a youth for an open dedicated emergency shelter bed, the County may, in addition to any other remedy available to it at law, in equity, or under this Contract, reduce the Contractor’s monthly payment by the number of days the a dedicated bed was utilized due to the Contractor’s refusal.

Contractor’s Work Components, Standards, –and Other Requirements. Contractor shall:

1. Provide immediately for either male or female youth, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan for Clackamas County youth who are referred by CCJD staff.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.

4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.

5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation
 - ii. Conflict Diffusion
 - i. Trauma Informed Care
 - ii. Commercial Sexual Exploitation of Children (CSEC)
 - iii. Fire-setting youth
 - iv. Sex offending youth
 - v. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - vi. Continuing Education Units as required by DHS Certification and licensing standards
 - vii. Other training(s) as may be designated by CCJD
 - d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

Additional Requirements:

1. **Culturally, gender, and sexual orientation responsive services.** Cultural, gender diverse, and sexual orientation responsive services provided by Contractor shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.
 - Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
 - Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
 - Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
 - Helping youth to recognize the relationships between various value systems.
 - Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. **Reporting:** CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Contractor shall submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:
 - Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
 - Reunification plans.

- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Contractor shall notify the County's contract administrator by telephone as soon as possible, or within the same working day, of a critical incident of a sensitive topic. If the incident or sensitive topic occurs after normal business hours, or on a holiday or weekend, Contractor shall contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Contractor shall have existing processes and procedures in place for quality assurance of its program to perform the Work. Contractor shall ensure it has, and continues to maintain, sufficient resources to accurately monitor and track reliable measures of program implementation and delivery of services provided under this Contractor. Contractor shall comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. Contractor shall respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

EXHIBIT B
RFP# 2020-42
EMERGENCY SHELTER CARE
Issued May 19, 2020



REQUEST FOR PROPOSALS #2020-42

FOR

EMERGENCY SHELTER CARE SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Chief Procurement Officer**

**Tralee Whitley
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 17, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	May 19, 2020
Protest of Specifications Deadline.....	May 26, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	June 10, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 17, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 17, 2020** (“Closing”), to provide Emergency Shelter Care Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in July 2020.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-42-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at twhitley@clackamas.us or via phone at 503-742-5453.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County on behalf of Clackamas County Juvenile Department (“CCJD”) is seeking proposals from qualified programs and organizations to provide Emergency Shelter Care (“ESC”) services for youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. CCJD currently has funding for up to two (2) youth per day, who reside in Clackamas County and are involved with CCJD. Contracts resulting from this Request for Proposals may be amended to account for changes in the number of placements that CCJD is willing and able to purchase. Preference will be given to organizations that can provide ESC in the form of foster homes in the Portland Metropolitan Area. Additional preference will be given to those organizations that can provide ESC in the form of foster homes within Clackamas County. Through this RFP the County may award contracts to multiple organizations.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The mission of the Clackamas County Juvenile Department is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

CCJD supports a system of early intervention and intervention that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

CCJD is dedicated to providing developmentally appropriate intervention, services, and supervision that align with the following objectives of the CCJD’s Strategic Business Plan. Specifically:

- Parents and guardians will report they feel respected and included in their child’s involvement with the Juvenile Department
- Youth participating in Juvenile Department programming will report they are respected and involved in their reformation

Public Safety-Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety.

Community and Prevention - the Juvenile Department and our community partners will share common goals for the prevention of youth crime, and the reformation of those youth who do commit crime.

Accountability - provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused.

Reformation - provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community.

Assessment - provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services.

Family Engagement - parents and guardians who have children involved with the Juvenile Department will be engaged as partners in their child's reformation.

3.3. SCOPE OF WORK

The outcome of this RFP process is to secure a skilled provider(s) who can provide Emergency Shelter Care services for youth in Clackamas County

3.3.1. Provider Goals:

The overall program goal is to secure providers of Emergency Shelter Care (ESC) for youth in Clackamas County as an immediate, short-term respite of care. The provider will demonstrate a history of, and have the ability to, provide a safe, predictable home-like short-term foster care placement. The provider will facilitate continuity with education and pre-existing medical/counseling appointments and create a reunification plan with the family including new strategies to address issues in the home. This provider will be responsible for furnishing adequate structure and supervision day and night.

- **Family First:** The family drives the plan.
 - We respect and honor youth and family voice and guarantee safety for its expression throughout the process.
 - We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs.
 - We are committed to culturally sensitive behavior toward the youth and family throughout the process.
 - We understand that building trust with youth and families is our job.
 - We protect youth and families by honoring confidentiality.
- **Engagement and Motivation:** We help families discover what will work for them
 - We use effective strategies to help families find their own motivation for trying new strategies (e.g., what's in it for us?).
 - If a family is not engaging we ask ourselves what we can do differently.
 - We stay balanced and avoid taking sides between the youth family members.
 - Transition meeting back home to reunify youth with family.
- **Effective Collaboration:** As partners we take care of each other
 - We help each other.
 - We clearly understand our roles and honor boundaries.
 - We listen for understanding and speak truthfully to each other.
 - We keep our commitments.
 - Keep youth from unnecessarily penetrating further into the Juvenile Justice System.
 - Provide opportunities for victims to be heard and participate in the process, if desired.
 - Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service.
 - Use culturally-relevant services (including language).

The provider(s) selected for this program will provide all direct service delivery.

3.3.2. Service Components:

1. Provide immediately, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.
4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.
5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation

- ii. Conflict Diffusion
 - iii. Trauma Informed Care
 - iv. Commercial Sexual Exploitation of Children (CSEC)
 - v. Fire-setting youth
 - vi. Sex offending youth
 - vii. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - viii. Continuing Education Units as required by DHS Certification and licensing standards
 - ix. Other training(s) as may be designated by CCJD
- d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

3.3.3. Additional Requirements:

1. Culturally, gender, and sexual orientation responsive services. Cultural, gender diverse, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.

- Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
- Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
- Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
- Helping youth to recognize the relationships between various value systems.
- Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:

- Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
- Reunification plans.
- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Provider shall notify the CCJD Supervisor overseeing this contract by telephone as soon as possible or within the same working day of a critical incident

of a sensitive topic. If the incident or sensitive topic occurs after normal business hours or on a holiday or weekend, contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

3.3.4. Budget and Fees:

Depending on program costs, program need, funding priorities and funding availability, the estimated maximum amount of the contract resulting from this RFP is \$116,120 per year over five (5) years for an estimated total contract value of \$580,600. This is a time and materials contract based on the rates provided by the awarded proposer, with an overall not to exceed budget amount.

3.3.5. Term of Contract:

The term of the contract shall be from the effective date through **June 20, 2025**.

3.3.6 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Service Delivery	0-30
Demonstration of Ability to Provide Services	0-30
Cultural and Gender Responsivity	0-25
Staff Descriptions and Qualifications	0-15
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Chief Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposals must be printed, computer generated or typewritten, double spaced in 12 font text on 8.5” x 11” paper. In support of the CCJD’s sustainability goals regarding environmental impact and the disposal of paper, it is CCJD’s preference that proposals be printed on both sides of paper. The maximum total pages to be submitted is **20 pages single sided or 10 pages front and back.**

Provide the following information in the order in which it appears below:

5.2. Service Delivery (30 Points):

- Explain how your agency proposes to deliver the services described in Section 3.3.2 Service Components. Include in your description, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.
- All proposals submitted must include a description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.
- Provide information on your phone screening process, transportation services from the CCJD Juvenile Intake and Assessment Center (“JIAC”), and acceptance criteria. Give specific examples of intake screening questions you will use when screening youth for Emergency Shelter Care and specific criteria on how decisions will be made for placement.
- Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.
- Describe how you tailor your organization’s services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

5.3. Demonstration of Ability to Provide Services (30 Points):

- Describe how long your agency/organization has been delivering these services.
- Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description any challenges, successes,

and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

- What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?
- Describe your ability to meet the transportation needs of youth in the program, including from the JIAC, school, and persisting appointments. What is your estimated response time for pick up from the JIAC upon referral?
- If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of the contract execution.
- If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services at those agencies with their notification process.

5.4. Cultural and Gender Responsivity (25 Points):

- Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (“LGBTQ”) youth and families.
- Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.
- Describe how you promote equity, diversity, and inclusion in your programming and staffing.
- Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

5.5. Staff Descriptions and Qualifications (15 Points):

- Describe the duties and qualifications (e.g., education, training, experience, license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.
- Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.
- Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.
- Describe any training provided to staff to strengthen skills and personal development.

5.6. Budget and Fees

1. Provide a program budget that includes the County’s total cost for Proposer to provide the Program (“Budget”). If the Proposer will supplement non-County Program costs with non-County revenue, the Proposer shall note on the Budget both the amount and source(s) of such revenue. The Budget shall categorize all Program costs into the following three line items:
 - a. Staffing Costs
 - b. Miscellaneous Costs
 - c. Administrative/Indirect Costs
2. Provide a proposed per day, per youth fee* for foster home placement settings and a rate for congregate care setting (should congregate care placement be approved by CCJD).

*The per youth fee structure may be changed to a different fee structure during contract negotiations at the County's sole discretion.

5.7. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Evaluation Committee members may contact references at their sole discretion.

5.8. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP# 2020-42 Emergency Shelter Care Services

Submitted by: Maple Star Oregon, Inc, Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a)** That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b)** The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c)** The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d)** That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e)** That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f)** That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g)** That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h)** That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i)** That the Proposer is legally qualified to contract with the County.
- (j)** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State _____

Oregon Business Registry Number 643581-88

Contractor's Authorized Representative:

Signature:	<u><i>Chelsey Wikman</i></u>	Date:	<u>6/12/2020</u>
Name:	<u>Chelsey Wikman</u>	Title:	<u>Regional Director</u>
Firm:	<u>Maple Star Oregon, Inc</u>		
Address:	<u>825 NE 20th Ave, Ste 140</u>		
City/State/Zip:	<u>Portland, OR 97232</u>	Phone:	<u>(971) 409-2308</u>
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Contract Manager:

Name	<u>Chelsey Wikman</u>	Title:	<u>Regional Director</u>
Phone number:	<u>971-409-2308</u>		
Email Address:	<u>Chelsey.wikman@pathways.com</u>		

**EXHIBIT C
VENDOR'S PROPOSAL**

5.2. Service Delivery

Explain how your agency proposes to deliver the services described in Section 3.3.2 Service Components. Include in your description, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.

Maple Star Oregon intends to provide a designated licensed foster home to provide one guaranteed youth placement, with flexibility to place the second youth from Clackamas County Juvenile Department (CCJD) in that home or in another licensed home that is appropriate. These placements will be with a highly trained foster parent in the least restrictive possible community-based setting. The placement will ensure appropriate structure and supervision for the individual needs of the youth in care. Maple Star is agile in our ability to take emergency referrals and provide same day intakes as needed. Maple Star Foster Parents and/or Foster Care Coordinators (FCCs) will transport the youth being placed in the home from the Juvenile Intake and Assessment Center (JIAC) to the community foster home. This plan can be adjusted upon agreement between CCJD, Maple Star, as well as the youth and their family, dependent upon the individual placement coordination needs.

Maple Star will formally document at intake the current information related to physical, mental, and behavioral health care including service appointments and medication disbursement. In addition, Maple Star will document current triggers, barriers, successes, pertinent historical trauma information, educational details, and any other significant information related to placement safety or coordination including contact information of all service team and family members, court related information or CCJD requirements to ensure we support compliance with any expectations. The specific transition resource, requirements for transition, and expected transition date, as well as transition related needs will also be documented. This Crisis/Reunification Plan will be provided to CCJD, the family, and approved natural supports within two business days.

Maple Star uses a combination of promising and evidence-based practices in all aspects of service delivery and family engagement including Collaborative Problem Solving (CPS), Trust Based Relational Intervention (TBRI) and Non-Violent Crisis Intervention from the Crisis Prevention Institute. We are a hands-off

program committed to utilizing proactive skill building and trauma informed interventions that do not include holds or seclusions. Maple Star documents all significant interventions and behavior in formal documented Incident Reports. When incidents arise that require notification, immediate phone/text/email communication is provided to the family and CCJD, followed up with a written report within one business day.

Maple Star's Foster Care Supervisor, Brandi Ware, has over twenty years of experience working with youth and families and provides high quality direct supervision to FCCs and supports the oversight and certification of all Foster Parents.

Maple Star's FCC directly provides trauma informed services, case management, written Crisis and/or Reunification Plans, incident reports, and on call support to foster families. FCCs are available 24/7 to help support Foster Parents and youth in care. Maple Star's Foster Parents provide a trauma informed, hygienic home like environment, nutritious and culturally appropriate meals, recreation opportunities, and access to prosocial activities, as well as coordination and transportation for community services, restitution, or other court ordered activities. The ultimate goal of these services is to help the youth improve their functioning while developing positive pro-social behaviors and engagement with community supports. Specific supervision requirements are directly related to the community safety and risk assessments, historical factors, and current needs per CCJD and probation requirements. Individual supervision plans at the onset of placement will be determined by the CCJD Juvenile Counselor. The service team will discuss and identify planning related to transportation requirements, unsupervised community time, contact with family and natural supports, social media use, and other supervision related details during intake, and will be documented in the Crisis/Reunification Plan. Maple Star understands the need to develop therapeutic rapport and encourages engagement with the child coming into care. We emphasize the importance of being safe while navigating the community in order to develop the skills necessary to successfully transition out of care, and promote stability without the formal structure of Emergency Shelter Care Services.

Structure of the daily schedule of a child in care will be determined by their current needs with an emphasis on maintaining as many existing services and natural supports as possible. The school they are attending, as well as other community provider relationships will be maintained whenever possible and appropriate. We also maintain existing or established participation in pro social activities, religious and cultural events, or employment scheduling. Our community-based approach emphasizes the importance of maintaining supportive aspects of current structure in place to promote success upon discharge, rather than temporarily disengage from the existing structure and routine.

Our foster parents communicate directly with existing and established community service providers, family, and CCJD staff to ensure clarity, and open communication during Emergency Shelter Care Services. Our model emphasizes a strong, open, direct relationship between CCJD staff, families, and our foster parents. Our experience has shown that this is critical to ensuring clarity related to critical information. Maple Star understands that the quality of foster parents, including ongoing training and skill development, is a critical component of achieving a successful transition.

All proposals submitted must include a description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.

Maple Star has a history of and the ability to provide a safe, predictable home-like short-term foster care placement. The overall program goals outlined in the RFP, including Family First, Engagement and Motivation, and Effective Collaboration, align with Maple Star's goals. In our experience providing similar services, putting the family first and having them drive the plan is crucial in order to effectively care for a youth in emergency shelter, and promote a successful transition. Fundamentally, families need to be involved both formally and informally to build trusting relationships with foster parents and Maple Star staff, in order to actively support the treatment of their child while out of home. The parent's perspective and voice are critical in terms of identifying lagging skills, understanding patterns of behavior, and expectations for a successful transition home upon discharge. Maple Star's role is to make sure they are educated and comfortable with the policies and procedures related to our services, provided with copies of intake documentation, and communicated

with consistently throughout placement as appropriate. Family involvement in placement and reunification planning is important to a successful transition.

Informally, Maple Star promotes ongoing communication between foster parent, FCC, and family, unless circumstances prohibit contact as dictated by CCJD. The role of the family can vary based upon guardianship and history; however, Maple Star understands the importance of promoting family connections as appropriate to the current relationship. Historically, we have seen that children referred for out of home placements through delinquency have repair work to do with their family. Maple Star seeks to help youth in care develop the skills they need to feel empowered to communicate in an open and effective manner with their family.

Family engagement and motivation requires effective strategies to help families engage in the process of identifying new strategies. In our experience, families are more open to trying new strategies when they can see the positive impacts of our services on the youth's behavior and skill development. We are flexible in working with families and strive to meet them where they are in order for them to feel more comfortable and empowered to work with us. In order to successfully engage families, they need to have a voice in coordination of placement activities and receive up to date information. Maple Star understands there may be times in which communication related to concerns regarding transition home may be sensitive and not appropriate to share with the family or transition resource, and these communications will be shared between Maple Star and CCJD so CCJD can navigate those concerns or barriers as needed. Families can expect to receive communication from the foster parent and staff throughout the placement related to progress, concerns, and successful interventions, which will also increase the family's skills to support their child upon return. We will promote as much engagement as is appropriate and the family is willing to participate in. While we provide short-term out of home placements, we promote the continuity of family engagement and involvement as a primary focus, and work to ensure that we have removed as many barriers as possible, and encourage participation whenever appropriate. We value strengthening the family structure, as our services are temporary, and ultimately the family will remain as the primary support moving forward. Open

communication between foster parents, Maple Star staff, and families is established during the referral and placement process, and continued throughout services, discharge, and transition.

Effective collaboration is a critical component of these services, as they are short term in nature. Maple Star will provide transparency related to our observations of youth and family interactions in order to help CCJD case plan, and provide recommendations for additional community-based services. Maple Star will support family communication and visits as approved and appropriate. Open communication among CCJD, family or natural supports, and Maple Star will be fundamental to a successful placement. It is crucial to have open and consistent dialogue so that all parties are aware of current information related to placement and supervision structure, community services, and transition planning. Maple Star will coordinate scheduling, transportation, and ensure that while in placement children meet expectations for existing services, including court ordered services. Existing services and educational needs will be discussed at intake documented in the Crisis/Reunification Plan.

Provide information on your phone screening process, transportation services from the CCJD Juvenile Intake and Assessment Center ("JIAC"), and acceptance criteria. Give specific examples of intake screening questions you will use when screening youth for Emergency Shelter Care and specific criteria on how decisions will be made for placement.

Prior to referring to Maple Star, CCJD will confirm the need for placement. Upon receipt of a referral from CCJD either by phone or email, Maple Star will initiate screening the referral to determine if the youth is appropriate and placement can safely occur in the available foster home based on the home's current environment and dynamics. Maple Star will follow up with CCJD within 2 hours from the time of referral and after initial screening at which time further screening will occur with CCJD via telephone to assess for current and historical behaviors, suicidal, homicidal, and self-harm ideation or behaviors, risk of Commercial Sexual Exploitation of the Child, specific supervision considerations, and any other risk/safety concerns to ensure the placement is appropriate. In order to ensure screening and placement for same day placements, Maple Star would request that the referral be submitted prior to 1pm Monday-Friday. For referrals received after 1pm,

Maple Star may not be able to accommodate a same day placement depending on the timeliness of information needed, however we can plan for intake to occur the following day.

Referrals may be denied for services if a youth has active suicidal, homicidal, or serious aggressive behavior, or is experiencing active psychosis or psychiatric instability as these behaviors are not safe for community placement. If Maple Star is unable to place a youth due to acceptance criteria of the available bed, the specific reasons will be provided to CCJD.

If the referral is appropriate for placement, Maple Star will coordinate with CCJD on the best way to incorporate the youth, their family, and their natural supports in participating in communication and planning. Prior to placement, Maple Star will require completion of the placement intake packet, which includes consents and releases of information as well as an intake information sheet that outlines current approved contacts, healthcare needs including medications, education information, upcoming appointments, supervision needs, and other pertinent information. This intake packet can be made available for completion in a variety of formats to best meet the needs of the youth's guardian and CCJD. Maple Star prefers a phone or web-based meeting be held the same day of placement to provide critical information sharing and promote a successful emergency shelter placement. If particular individuals are not available for this method of communication we will create a specific plan utilizing referral and intake information to ensure all voices are heard and communication is consistent among all parties. The specific details related to the physical intake of the youth and their belongings including where, when, and how they will be picked up or transported will mostly be communicated directly between CCJD or the youth's family member or current placement, and the identified foster parent. The Foster Parent will be primarily responsible for transporting the youth from JIAC to their home. If the Foster Parent is unable to provide transportation, the FCC will take on that responsibility.

Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.

Maple Star will coordinate scheduling and transportation, in order to ensure that while in placement, youth continue to meet expectations for existing services, including court ordered services. Existing services and educational needs will be discussed during screening and the day of intake and documented in the crisis/reunification plan. Maple Star has significant experience engaging community partners to provide cohesion and continuity of services including; referring agencies such as Department of Human Services (DHS) and CCJD; school districts specifically related to IEP's and 504 plans; a vast network of private and government sponsored mental and physical health care providers, as well as faith based and culturally specific organizations that support the identity of youth in care.

As a result of short-term placements of 14 days or less, Maple Star will likely not have the time to initiate services that will benefit the youth while in our care, but will work to continue to establish supports that will be available upon transition home. Any existing appointments and services will be supported while the youth is in care including transportation, and Maple Star will communicate any outcomes of note with CCJD and the family.

Maple Star has worked well with CCJD in coordinating assessments through the Hilltop clinic of Clackamas County Behavioral Health as well as other providers dependent upon the individual child in care for Emergency Shelter Care Services. We are committed to continuing to support all community provider, recreational, cultural, and educational needs that a youth in care may have, and have over 20 years of experience doing so. The coordination of services will be managed by the foster parent with the available support of Maple Star FCCs.

Describe how you tailor your organization's services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

Over the last ten years Maple Star has partnered with Multnomah County Juvenile Department to build culturally specific and culturally responsible services. We have served various target populations including gang affected or involved black males age 14-18, Latino youth, females, commercial sexually exploited

children, as well as children with sexual offenses. We look forward to working in conjunction with CCJD to meet the needs of the referred youth whenever possible.

Maple Star understands that in order to best serve marginalized communities that we need to lead from the back, be open to listening to the organizations that specifically serve them, and support them by amplifying their voice and mission, in the daily work that we do. Maple Star is committed to social justice, decreasing over representation of marginalized groups in child welfare and criminal justice systems, and being an ally in practice through the work we do on a daily basis.

5.3. Demonstration of Ability to Provide Services

Describe how long your agency/organization has been delivering these services.

Maple Star has over twenty years of direct experience providing a variety of short- and long-term foster care services for a variety of contracts, populations, and geographic locations. As an agency, Maple Star has developed a reputation as a leader in Oregon Foster Care and Foster Care Support Services. Starting with our first contract with Deschutes County Juvenile Department in 1998 we have been dedicated to providing community based foster care services. Our approach is to build on existing community supports and services, as well as establish new ones, in order to build a structure for a youth that can be maintained after services end. Unlike “big box” providers who provide broad services internally and can disconnect existing services, our approach is to support and coordinate mental and physical health services, medication management, therapy, alcohol and drug treatment, and educational services within the communities youth will return to. We believe that in building upon existing supports, rather than substituting existing services leads to more durable outcomes for youth upon their transition home. This is even more crucial in Emergency Shelter Care Services where duration of services is 14 days.

Over the last twenty years we have adapted and improved our model based upon our experience and implementation of evidence-based practices. Maple Star has always utilized a positive proactive approach to behavior management and stabilization, and in 2014, we adapted and implemented Collaborative Problem Solving (CPS) and Trauma Informed Care (TIC) as the foundation for program design and implementation,

service provision, as well as staff and foster parent development. The use of these models has increased our ability to provide quality assessments and service planning and improved our service delivery, in part due to the way these models promote trusting, therapeutic relationships.

Our history of serving youth referred by county juvenile justice for short- and long-term placements has shown that there is a significant need for an expedited referral and placement process, 24/7 support and availability, an emphasis on family engagement, direct and collaborative relationships between foster parent and Juvenile Counselors, and an ability to adapt over time to the needs of CCJD. In our ten years of experience working with Multnomah County Juvenile Department we have collaborated in an ongoing way to ensure our services corresponded to current need including refining the referral process, reducing barriers to health insurance gaps, recruiting culturally specific homes, as well as implementing software to record intake and discharge, census, and billing.

Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description any challenges, successes, and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

Over the last two years Maple Star has engaged in short-term emergency placements with DHS for the purposes of reducing the use of temporary lodging for youth without placements. DHS approached Maple Star to partner with them in order to address the issue of DHS youth being placed in hotels, and other environments that are not appropriate or conducive to the care of youth, including out of state placements. Maple Star engaged with DHS to develop a structure for same day short-term emergency placements. The structure and process we started with has been adapted over the last two years to be more efficient and effective and has informed our planning and response to this RFP.

As the DHS short-term BRS contract is designed to provide an alternative to hotel placements, we have been successful in placing youth in proctor foster homes rather than DHS housing them in hotels or other temporary lodging. While these placements are short term, many of the youth have successfully transitioned to longer term placements. We also have situations where the youth remains in the Maple Star home under a

long-term BRS contract. During the youth's placement in Maple Star, we are able to assess their skills, identify mental and physical health needs, and make recommendations to DHS. Maple Star has provided valuable assessment information to DHS regarding appropriate level of care for youth.

The primary challenge in providing emergency short-term placements is DHS exploring multiple placement options for youth simultaneously. This has resulted in Maple Star spending several hours coordinating a placement, only to find out that DHS has located another placement, either with kith or kin, or another agency. Our supervisor prioritizes short-term placement referrals and dedicates a significant amount of her time responding to referrals, communicating with the foster parent, and coordinating the placement. When DHS locates another placement and does not communicate that with us, we have spent several hours working on the referral, but those hours are not billable services. The time requirement needed to effectively communicate all the pertinent information needed to complete a same day emergency placement is substantial, and we request that the family and CCJD intend to place with Maple Star when a referral is made and accurate up to date information is provided. We will then do our due diligence to locate a placement for the youth and notify CCJD as soon as possible regarding the status of the referral.

What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?

Perhaps Maple Star's biggest strength is our significant experience in providing similar services, and our extensive history. We have a long history of transparency, flexibility, and cooperation with various partners to provide unique program services that are individualized based on the youth's needs. Maple Star has a long history of partnerships with a variety of agencies to build new programs that are flexible in meeting the unique needs of the participants and referring agency.

Maple Star also benefits from its relationship to Pathways Health and Community Supports. As our management company, Pathways provides administrative, fiscal, programmatic, operational, Information Technology (IT), electronic health record (EHR) program development, legal, quality assurance and

compliance, and human services to Maple Star in addition to offering nationwide resources for program replication, research, and service delivery enhancement. Even more importantly we have access to leaders in other agencies across the nation and benefit from sharing intellectual capital that promotes better services for consumers and participants.

Describe your ability to meet the transportation needs of youth in the program, including from the JIAC, school, and persisting appointments. What is your estimated response time for pick up from the JIAC upon referral?

It is a contractual requirement for our foster parents to be responsible for transportation related to all services including mental and physical health, education, faith-based activities, recreational activities, and court related requirements. If there are scheduling conflicts for transportation, our foster parent and FCC create a plan that can include transportation from the FCC. In the case of family visitation, the exact nature of transportation is planned by the family or natural support, and the foster parent. Depending on the schedule of the home, including the needs of other placed youth, and the time and duration of the visit, it at times becomes necessary for the family or natural support to assist with transportation.

Our response time and transition into services will be individualized based on the current needs of the youth and foster family. For youth accepted for placements, Maple Star intends to meet the five-hour limit dependent upon time of referral, school, family schedule, court hearings, and other considerations that could potentially delay the five-hour limit. We can however, commit to transitioning a youth into care within the same day.

If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of the contract execution.

As this service is congruent with Maple Star's existing services, we already have existing capacity, agency structure appropriate for these services, policy and procedures, and will be able to take referrals upon the execution of a contract with CCJD. Maple Star has current capacity to serve two youth in the Clackamas and Portland Metro areas.

If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services at those agencies with their notification process.

Maple Star plans to utilize a primary foster home placement. In addition, we have access to other beds outside of the primary foster home that allow us to place within the limits of state licensing rules. While no crossover is possible allowing for placement of CCJD youth in a home with DHS referred BRS youth, we have 3 homes that are currently able to serve county referred youth whether from CCJD or Multnomah County. We have already been granted approval from Multnomah County related to sharing available beds with CCJD above what they contract us for. This provides us with some different alternative beds if a referral is not appropriate for the primary home.

5.4. Cultural and Gender Responsivity

Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (“LGBTQ”) youth and families.

Maple Star is dedicated to equity in foster care and promoting social justice in our communities. We are also dedicated to being culturally appropriate with placements whenever possible, and when not, we are culturally responsible in understanding the extra supports, and unique needs of a child placed in a home where they don't identify. Children placed in foster homes with parents who look like them, have a shared history with them, and share culture with them will increase the likelihood to establish a trusting therapeutic relationship. In foster care the ability to match kids with culturally specific providers is not always possible. When this is not possible, it is the responsibility of the foster parents and agency to ensure that we interact and approach the child in a culturally responsible way.

Throughout our history we have focused on recruiting and licensing homes that represent a variety of races, cultures, religions, gender and sexual identities. We have engaged in focused recruitment to support the inequities in the identities of referred foster care youth. In the Portland Metro area, we are able to offer a variety of diverse homes, and the majority of our homes represent minority populations. We have successfully completed focused recruitment to identify homes representing a particular population in need of culturally

appropriate services. Through Multnomah County Juvenile we recruited and established a home that primarily serves Latino youth, and this has been successful in meeting the needs of their population.

We also understand the need to train our staff and foster parents to be responsive and responsible when serving children who do not share their identities. We seek additional supports including partnering with culturally specific community organizations and services, as well as accessing events and programming that match the child's individual identity. This is fundamental to providing a safe, open, and inclusive environment even when the match between foster children and foster parents is not possible. Maple Star has experience in supporting kids who range from questioning gender identity, are gender fluid, or transitioning including use of testosterone or estrogen. We provide services and create safe spaces that recognize the children as they recognize themselves despite their sex at birth or how others see them.

Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.

Maple Star includes information related to culturally responsible care in our Pre-Service Training (PST) that foster parents and staff receive. The training has been developed using components of existing content that has shown to have been promising or evidence-based practices. Section 6 of our PST is Cultural and Diversity Awareness including information related to: Your Child's Identity; Looking at Your Own Families Culture; A Cultural Journey, Supporting Cultural Identity, The Importance of Family Roots, Managing Diverse Transitions, and Managing Cultural Family Operations. This PST component makes up 6 of the 26 hours. Maple Star employees and foster parents also participate in a unique Cultural Responsibility training on an annual basis.

Maple Star partners with specific community-based organizations to access training that allows us to better serve youth in a culturally responsible manner for the annual cultural responsibility training, as well as in an ongoing manner. Partnering with these community organizations also provides opportunities for youth in care to engage in programs that support their self-identity and help them grow, and heal from trauma. Maple Star has had significant interactions with Sexual and Gender Minority Resource Center (SMYRC), The Q Center,

Latino Network, Young Men of Awareness, Communities of Color, and the Native American Youth and Family Center (NAYA).

Describe how you promote equity, diversity, and inclusion in your programming and staffing.

Maple Star is committed to social justice which includes promoting equity, diversity, and inclusion throughout the agency including staffing and program development. Maple Star participates in targeted recruiting for over represented populations in foster care through our relationships with various community agencies who serve specific marginalized populations. In our recruitment for staff and foster parents we seek individuals who share our passion for social justice and look for opportunities in the community to help support underserved communities. The impact of a diverse staff is the increased opportunity for exposure to knowledge related to cultural norms and a broader understanding of how to respond in a culturally responsive way. The demographics in Oregon and Portland more specifically can be a barrier to recruiting and hiring individuals from minority and marginalized populations; however, with the over representation of these populations in foster care it continues to be incredibly important to be inclusive and promote diversity among staff. Currently 33% of staff, and 60% of our foster parents represent various marginalized populations.

Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

Maple Star's intake documents are available in Spanish for children and their families. We have bilingual staff to assist with intakes and ongoing communication as needed. In addition, the family currently providing services for the Multnomah County Juvenile contract is bilingual with one parent being primarily Spanish speaking. They are available to support placements and communication as independent contractors with our agency as well. When needed, we have received releases of information allowing for them to support and interpret. In the event that Maple Star staff and/or foster parents were not enough to support the placement, Maple Star would coordinate with the department to arrange for translation services.

5.5. Staff Descriptions and Qualifications

Describe the duties and qualifications (e.g., education, training, experience, license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.

For the purposes of the work as described in this RFP Maple Star Foster Care Supervisor, Foster Care Coordinators, and Foster Care Providers will be the key staff positions that will provide services and interact with youth, family, and CCJD.

Foster Care Supervisor: The education and experience requirements reflect BRS Social Service Staff qualifications including Bachelor's degree in Social Service or related field AND at least 2 years of full-time experience in the care and/or rehabilitation of at-risk youth/young adults or a Master's Degree in Social Service related field AND at least 1 year of full-time experience in the care and/or rehabilitation of at-risk youth/young adults. The Foster Care Supervisor has received 26 hours of pre-service training, as well as training in promising and evidence-based practices such as collaborative problem solving, Non-Violent Crisis Intervention (NCI), First Aid and CPR, Trauma Informed Care, Cultural Responsibility, leadership development, and supervision best practices. Supervisors also receive no less than 12 hours of annual trainings related to the leadership, service provision, or supervision.

Foster Care Coordinator: Must meet BRS Social Service Staff qualifications including Bachelor's degree in Social Service or related field AND at least 2 years of full-time experience in the care and/or rehabilitation of at-risk youth/young adults or a Master's Degree in Social Service related field AND at least 1 year of full-time experience in the care and/or rehabilitation of at-risk youth/young adults. The Foster Care Coordinator has received 26 hours of pre-service training, as well as training in promising and evidence-based practices such as collaborative problem solving, Non-Violent Crisis Intervention (NCI), First Aid and CPR, Cultural Responsibility, and Trauma Informed Care.

Foster Care Provider: There are no educational requirements for foster parents. Foster Care Providers receive 26 hours of pre-service training prior to certification and are required to complete a minimum of 12 hours of training annually.

Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.

Maple Star Oregon is a small tax paying nonprofit agency providing foster care and foster care support services. Maple Star is supported by Pathways through a sole entity agreement providing us with human resources, legal, information technology, training, and program development support. Agency Director, Chelsey Wikman is directly supervised by Cindy Greer, a Pathways State Director overseeing Arizona, Nevada, and Oregon. Samuel Shea (Director of Operations and Compliance) is directly supervised by Chelsey Wikman. Brandi Ware (Foster Care Supervisor) is directly supervised by Samuel Shea. Brandi Ware provides supervision for all direct service staff including Foster Care Coordinators. Foster Care Coordinators in conjunction with Brandi Ware oversee the certification and provision of care by Foster Care Providers.

Maple Star has a structure of formal and informal supervision and support throughout the agency. Formal performance evaluations are completed quarterly and reviewed with staff. The foster care program has quarterly staff meetings that address any changes in program structure, documentation, or expectations. The staff meetings also allow for case consultation and professional development of staff. Maple Star staff receive weekly supervision, which provides direct support for staff in dealing with emergent issues, ongoing training, professional development, and support related to trauma and self-care.

Ongoing informal supervision takes place on a daily basis. The Foster Care Supervisor provides ongoing support and case consultation on a daily basis. In addition, Maple Star has a member of leadership on call at all times to support the emergent needs and crisis that arise.

Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.

Maple Star Foster Care Supervisor and Director of Operations and Compliance complete routine file checks to ensure that staff are meeting expectations related to service planning, documentation, and service delivery. Maple Star also participates in quarterly official chart reviews. These practices allow us to quickly

identify any concerns, so that we can immediately work with staff to understand barriers and challenges to meeting expectations.

In accordance with BRS rules, Maple Star's Foster Care Supervisor documents no less than one formal supervision per month, although they provide weekly supervision. Maple Star seeks to promote skill building to reduce deficits and promote competency and appropriate service delivery. For ongoing performance related concerns issue-specific supervision notes are written to document any performance related issues as a first step. Clear expectations and action steps are provided to staff and follow up occurs within the structure of the formal supervision moving forward. If performance continues to be a concern, Maple Star works with Pathways Human Resources to develop a Counsel Report which is a formal document detailing performance issues, expectations, timelines, allowing for staff to include their own narrative and response. The document describes the next possible interventions which can include termination. The document is signed by all parties and progress towards meeting expectations is reviewed according to the timelines provided.

Describe any training provided to staff to strengthen skills and personal development.

As described above Maple Star provides 44 hours Pre-Service Training, and requires no less than 12 hours of annual training related to service provision or professional development. Supervisors work with staff to identify specific trainings that meet their needs in addition to trainings required for all staff. Maple Star has access to Relias, an online training resource with a library of trainings related to a variety of clinical and professional topics. Maple Star also seeks opportunities for staff to participate in trainings that are in person provided by community resources and partners. Maple Star values in person professional development trainings for staff to empower them and provide them with opportunities to collaborate and communicate with peers from the community.

5.6. Budget and Fees

Line Item	Annual Budget for Clackamas County
Staffing	\$28,600
Miscellaneous	\$61,167
Administrative/Indirect Cost	\$26,353
Contract Total	\$116,120
Daily Rate Per Youth	\$198.84

a. Staffing Costs: Includes .33FTE FCC at \$36,000/year, .15FTE Supervisor at \$46,000/year, .1FTE Certifier at \$38,000/year, plus 25% other personnel expenses for each position.

b. Miscellaneous Costs: Includes FCP payment, other client expenses, mileage, client meetings and activities, rent, laptops, phones, printers, and office supplies.

c. Administrative/Indirect Costs: Includes .3FTE for Regional Director, Director of Operations and Compliance, and Office Administrator, and Pathways overhead expense.

2. Proposed per day per fee: \$198.84, calculated at 80% capacity for a total of 292 days of care provided per youth.

5.7. References

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503-269-3041
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Meghan Nielson

DHS Metro Residential Resource Consultant
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CHRISTINA MCMAHAN
DIRECTOR

JUVENILE DEPARTMENT

JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Boys and Girls Aid Society of Oregon for the
Emergency Shelter Care Services**

Purpose/Outcome	Approval of a contract with Boys and Girls Aid Society of Oregon, to provide emergency shelter care services to the County.
Dollar Amount and Fiscal Impact	Contract total value of \$290,300.00 and is a budgeted expense.
Funding Source	260-7707-00-431590
Duration	Contract signing until December 31, 2025
Previous Board Action/Review	1/12/2021 Policy Session with Board
Strategic Plan Alignment	1. Provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete supervision, and stop committing offenses. Ensure each youth receives the appropriate level of supervision and support to achieve this outcome. 2. Ensure safe, healthy and secure communities.
Counsel Review	12/29/2020, AN
Procurement Review	Was the item processed through Procurement? Yes
Contact Person	Ed Jones, Administrative Services Manager, 503-650-3169
Contract No.	3324

Background:

The mission of the Clackamas County Juvenile Department is to provide prevention, intervention and juvenile justice services to youth and families so they can experience positive change, repair harm to victims, and become contributing members of our community.

CCJD supports a system of early intervention and intervention that addresses a youth's risk factors and supports success for that youth by identifying and building upon their

strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

The overall goal of Emergency Shelter Care is to divert youth from detention beds when they can be safely placed in this temporary residential setting while safety planning and communication transpires with family members and providers.

County Counsel has reviewed this contract.

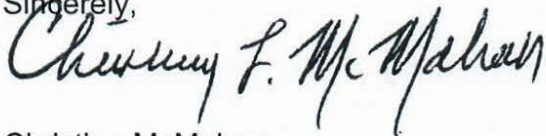
Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on May 19, 2020. Proposals were opened on June 17, 2020. The County received two (2) Proposals: Maple Star Oregon, Inc and Boys and Girls Aid Society of Oregon. An evaluation committee of four Juvenile personnel scored all proposals and confirmed their capability of performance. Both vendors were chosen and awarded the contract to provide service through December 31, 2025.

Recommendation:

Staff respectfully recommends that the Board approve and execute the contract with Boys and Girls Aid Society of Oregon, for the Emergency Shelter Care Services Project.

Sincerely,



Christina McMahan
Director

Placed on the BCC Agenda _____ by Procurement and Contract Services



**CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #3324**

This Personal Services Contract (this “Contract”) is entered into between **Boy and Girls Aid Society of Oregon** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”) on behalf of Juvenile Department.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2025**.
- 2. Scope of Work.** Contractor shall provide the following personal services: Emergency Shelter Care (“Work”), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed **fifty six thousand nine hundred forty dollars (\$56,940.00)** and a total contract value sum not to exceed **two hundred ninety thousand three hundred dollars (\$290,300.00)**, for accomplishing the Work required by this Contract. The County agrees to pay Contractor a rate of \$156.00 per night for 1 guaranteed bed, regardless of utilization of the guaranteed bed, which equals \$56,940 annually, and \$156.00 per night per bed for any additional bed(s) when used. Consideration rates are on a fixed fee basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.
- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for the number of days in the month for Work performed. Invoices shall describe all Work performed with particularity, either guaranteed bed or additional bed(s), by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Ed Jones at EJones@clackamas.us

- 5. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

7. Contractor and County Contacts.

Contractor	County
Administrator: Vera Stoulil Phone: 503-542-2309 Email: vstoulil@boysandgirlsaid.org	Administrator: Ed Jones Phone: 503-650-3169 Email: EJones@clackamas.us

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity,

immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. **RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.

8. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

9. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21, and 27 and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

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

16. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

17. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

18. TAX COMPLIANCE CERTIFICATION. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

19. TERMINATIONS. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

20. REMEDIES. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

21. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and

not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Boys and Girls Aid Society of Oregon

Clackamas County

<u>Vera Stouli</u>	<u>12-22-20</u>	_____	_____
Authorized Signature	Date	Chair	Date

<u>Vera Stouli / VP of Programs</u>	_____
Name / Title (Printed)	Recording Secretary
<u>+ Govt. Affairs</u>	

000535-12
Oregon Business Registry #

Approved as to Form:

DNP/Oregon
Entity Type / State of Formation

<u>[Signature]</u>	<u>12/29/2020</u>
County Counsel	Date

**EXHIBIT A
PERSONAL SERVICES CONTRACT
SCOPE OF WORK**

Contractor will provide one (1) guaranteed Emergency Shelter Care (“ESC”) service bed for Clackamas County youth who are referred by the County staff and, if available, will provide additional ESC services bed(s) for Clackamas County youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. If the Contractor refuses a youth for an open dedicated emergency shelter bed, the County may, in addition to any other remedy available to it at law, in equity, or under this Contract, reduce the Contractor’s monthly payment by the number of days the a dedicated bed was utilized due to the Contractor’s refusal.

Contractor’s Work Components, Standards, –and Other Requirements. Contractor shall:

1. Provide immediately for either male or female youth, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan for Clackamas County youth who are referred by CCJD staff.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.

4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.

5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation
 - ii. Conflict Diffusion
 - i. Trauma Informed Care
 - ii. Commercial Sexual Exploitation of Children (CSEC)
 - iii. Fire-setting youth
 - iv. Sex offending youth
 - v. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - vi. Continuing Education Units as required by DHS Certification and licensing standards
 - vii. Other training(s) as may be designated by CCJD
 - d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

Additional Requirements:

1. Culturally, gender, and sexual orientation responsive services. Cultural, gender diverse, and sexual orientation responsive services provided by Contractor shall be culturally, gender and sexual orientation competent and responsive to the youth’s cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.

- Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
- Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
- Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
- Helping youth to recognize the relationships between various value systems.
- Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Contractor shall submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:

- Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
- Reunification plans.

- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Contractor shall notify the County's contract administrator by telephone as soon as possible, or within the same working day, of a critical incident of a sensitive topic. If the incident or sensitive topic occurs after normal business hours, or on a holiday or weekend, Contractor shall contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Contractor shall have existing processes and procedures in place for quality assurance of its program to perform the Work. Contractor shall ensure it has, and continues to maintain, sufficient resources to accurately monitor and track reliable measures of program implementation and delivery of services provided under this Contractor. Contractor shall comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. Contractor shall respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

EXHIBIT B
RFP# 2020-42
EMERGENCY SHELTER CARE
Issued May 19, 2020



REQUEST FOR PROPOSALS #2020-42

FOR

EMERGENCY SHELTER CARE SERVICES

BOARD OF COUNTY COMMISSIONERS

JIM BERNARD, Chair

SONYA FISCHER, Commissioner

KEN HUMBERSTON, Commissioner

PAUL SAVAS, Commissioner

MARTHA SCHRADER, Commissioner

**Gary Schmidt
County Administrator**

**George Marlton
Chief Procurement Officer**

**Tralee Whitley
Analyst**

PROPOSAL CLOSING DATE, TIME AND LOCATION

DATE: June 17, 2020

TIME: 2:00 PM, Pacific Time

**PLACE: Clackamas County Procurement Division
Clackamas County Public Services Building
2051 Kaen Road, Oregon City, OR 97045**

SCHEDULE

Request for Proposals Issued.....	May 19, 2020
Protest of Specifications Deadline.....	May 26, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	June 10, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 17, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	July 2020

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SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 17, 2020** (“Closing”), to provide Emergency Shelter Care Services. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in July 2020.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-42-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to procurement@clackamas.us.

Contact Information

Procurement Process and Technical Questions: Tralee Whitley at twhitley@clackamas.us or via phone at 503-742-5453.

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

2.1 Modification or Withdrawal of Proposal: Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

2.2 Requests for Clarification and Requests for Change: Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

2.3 Protests of the RFP/Specifications: Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

2.4 Addenda: If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

2.5 Submission of Proposals: Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

2.6 Post-Selection Review and Protest of Award: County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

2.7 Acceptance of Contractual Requirements: Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

2.8 Public Records: Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

2.9 Investigation of References: County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

2.10 RFP Proposal Preparation Costs and Other Costs: Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

2.11 Clarification and Clarity: County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

2.12 Right to Reject Proposals: County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

2.13 Cancellation: County reserves the right to cancel or postpone this RFP at any time or to award no contract.

2.14 Proposal Terms: All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

2.15 Oral Presentations: At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

2.16 Usage: It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

2.17 Review for Responsiveness: Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

2.18 RFP Incorporated into Contract: This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

2.19 Communication Blackout Period: Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

2.20 Prohibition on Commissions and Subcontractors: County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

2.21 Ownership of Proposals: All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

2.22 Clerical Errors in Awards: County reserves the right to correct inaccurate awards resulting from its clerical errors.

2.23 Rejection of Qualified Proposals: Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

2.24 Collusion: By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

2.25 Evaluation Committee: Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

2.26 Commencement of Work: The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

2.27 Nondiscrimination: The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

SECTION 3 SCOPE OF WORK

3.1. INTRODUCTION

Clackamas County on behalf of Clackamas County Juvenile Department (“CCJD”) is seeking proposals from qualified programs and organizations to provide Emergency Shelter Care (“ESC”) services for youth who are referred by CCJD staff. Emergency Shelter Care placements are for up to fourteen (14) days per referred youth. CCJD currently has funding for up to two (2) youth per day, who reside in Clackamas County and are involved with CCJD. Contracts resulting from this Request for Proposals may be amended to account for changes in the number of placements that CCJD is willing and able to purchase. Preference will be given to organizations that can provide ESC in the form of foster homes in the Portland Metropolitan Area. Additional preference will be given to those organizations that can provide ESC in the form of foster homes within Clackamas County. Through this RFP the County may award contracts to multiple organizations.

Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.

3.2 BACKGROUND

The mission of the Clackamas County Juvenile Department is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

CCJD supports a system of early intervention and intervention that addresses a youth’s risk factors and supports success for that youth by identifying and building upon their strengths, competencies, and natural supports to prevent further system involvement. Youth will be assisted in creating greater connections within their community. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. Key strategies used are validated risk assessment screening tools, accurate service matching, and restorative justice practices.

CCJD is dedicated to providing developmentally appropriate intervention, services, and supervision that align with the following objectives of the CCJD’s Strategic Business Plan. Specifically:

- Parents and guardians will report they feel respected and included in their child’s involvement with the Juvenile Department
- Youth participating in Juvenile Department programming will report they are respected and involved in their reformation

Public Safety-Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety.

Community and Prevention - the Juvenile Department and our community partners will share common goals for the prevention of youth crime, and the reformation of those youth who do commit crime.

Accountability - provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused.

Reformation - provide targeted evaluation and rehabilitative services to youth so they can increase the competencies needed to transition to adulthood, live a crime free life, and be a contributing member of their community.

Assessment - provide assessment services to youth referred to the Department so they can be matched with the appropriate level of monitoring and services.

Family Engagement - parents and guardians who have children involved with the Juvenile Department will be engaged as partners in their child's reformation.

3.3. SCOPE OF WORK

The outcome of this RFP process is to secure a skilled provider(s) who can provide Emergency Shelter Care services for youth in Clackamas County

3.3.1. Provider Goals:

The overall program goal is to secure providers of Emergency Shelter Care (ESC) for youth in Clackamas County as an immediate, short-term respite of care. The provider will demonstrate a history of, and have the ability to, provide a safe, predictable home-like short-term foster care placement. The provider will facilitate continuity with education and pre-existing medical/counseling appointments and create a reunification plan with the family including new strategies to address issues in the home. This provider will be responsible for furnishing adequate structure and supervision day and night.

- **Family First:** The family drives the plan.
 - We respect and honor youth and family voice and guarantee safety for its expression throughout the process.
 - We assure that youth and families are empowered to shape the plan based on what they understand as their strengths and needs.
 - We are committed to culturally sensitive behavior toward the youth and family throughout the process.
 - We understand that building trust with youth and families is our job.
 - We protect youth and families by honoring confidentiality.
- **Engagement and Motivation:** We help families discover what will work for them
 - We use effective strategies to help families find their own motivation for trying new strategies (e.g., what's in it for us?).
 - If a family is not engaging we ask ourselves what we can do differently.
 - We stay balanced and avoid taking sides between the youth family members.
 - Transition meeting back home to reunify youth with family.
- **Effective Collaboration:** As partners we take care of each other
 - We help each other.
 - We clearly understand our roles and honor boundaries.
 - We listen for understanding and speak truthfully to each other.
 - We keep our commitments.
 - Keep youth from unnecessarily penetrating further into the Juvenile Justice System.
 - Provide opportunities for victims to be heard and participate in the process, if desired.
 - Have trained supervisor(s) who provide oversight, supervision and quality assurance of the staff providing direct service.
 - Use culturally-relevant services (including language).

The provider(s) selected for this program will provide all direct service delivery.

3.3.2. Service Components:

1. Provide immediately, as requested, short term emergency shelter care in an Oregon Department of Human Services (“DHS”) licensed foster home setting to provide immediate crisis stabilization and create a crisis plan.
 - a. Foster homes will be accredited as an Oregon DHS licensed foster home.
 - b. Emergency Shelter Care provides an alternative to detention as appropriate.
 - c. Provide continuity with education and pre-existing medical/counseling needs.
 - d. Create a reunification plan to home with the family including recommendations and referrals as needed, and provide copy to CCJD.
 - e. Provide youth structure during the day and supervision at night.
 - f. Provide one (1) guaranteed short-term (up to 14 days) bed in a home-like foster care placement.
 - g. Provide access to one (1) additional short-term (up to 14 days) bed in a home-like foster care placement.
 - h. Previous behavior may not be a limiting factor to acceptance in ESC without prior CCJD approval, including but not limited to: sex offending behavior, fire-setting or other violent behavior.
 - i. Provide initial notification and follow up to family within 24 hours of placement.
 - j. Youth are not to be placed in congregate care unless provider is given prior authorization by CCJD on a case by case basis. Congregate care means a non-foster home placement that consists of 24 hour supervision for children in highly structured setting such as group home or residential facilities. It differs from a foster home in that there are typically several youth in the placement at one time. Research has shown that youth placed in congregate care often have less positive outcomes.
2. Provide supports to the youth during their stay, and their family to reduce further trauma and/or disruption to their current routine, including but not limited to:
 - a. Due to the 5 hour legal holding limit, provider must immediately respond to CCJD’s initial contact and provide transportation from the Juvenile Intake and Assessment Center to placement.
 - b. Transportation for youth to and from the youth’s current educational placement (if connected with a home school), doctor’s appointments, court hearings, and any other scheduled and/or required appointments.
3. Provide reunification support for youth and family in preparation for the conclusion of ESC, including but not limited to:
 - a. Planning and participation in a reunification meeting with the family and youth.
 - b. Share potential interventions and resources with family and youth.
 - c. Provide a crisis line or means to communicate with provider for the family to discuss reunification plan for youth.
4. Immediately report to CCJD:
 - a. Any runaway incidents. These also need to be reported to law enforcement.
 - b. Any law enforcement contact.
 - c. Other instances as determined.
5. Staffing Requirements: Have trained supervisor(s), who provide qualified oversight, supervision and quality assurance of the foster families, staff, or other personnel providing direct services to:
 - a. Ensure quality customer service.
 - b. Supervision of all program processes, casework management and required documentation.
 - c. Provide training to staff as necessary including, but not limited to:
 - i. Verbal de-escalation

- ii. Conflict Diffusion
 - iii. Trauma Informed Care
 - iv. Commercial Sexual Exploitation of Children (CSEC)
 - v. Fire-setting youth
 - vi. Sex offending youth
 - vii. Cultural, Racial, Ethnic, Religious, Sexual Orientation, and Gender (including Gender Identity) Responsivity
 - viii. Continuing Education Units as required by DHS Certification and licensing standards
 - ix. Other training(s) as may be designated by CCJD
- d. Verify accurate records of cases assigned/returned and report data to the CCJD at regularly-scheduled intervals, as designated in the contract to be determined.

3.3.3. Additional Requirements:

1. Culturally, gender, and sexual orientation responsive services. Cultural, gender diverse, and sexual orientation responsive services provided shall be culturally, gender and sexual orientation competent and responsive to the youth's cultural heritage and/or identity, gender identity, and sexual orientation. Competence is defined as the development of behaviors, attitudes and policies that enable the contract agency to deliver service in ways that meet the diverse needs of the youth and their families.

- Teaching youth constructive ways to express and appreciate their own culture/heritage, gender, and/or sexual orientation.
- Allowing youth to identify and participate in activities that extend beyond their own immediate personal experiences.
- Helping youth to utilize community resources to advance their cultural, gender identification, and/or sexual orientation awareness and improve their social network.
- Helping youth to recognize the relationships between various value systems.
- Increasing awareness and acceptance for the ethnic or cultural, gender identification, and/or sexual orientation differences of others.

2. Reporting: CCJD will establish performance, process and outcome measures as well as data collection strategies relative to the services being provided to youth and families in order to accomplish programmatic and departmental goals listed above. Service provider will submit specific output measures on a regular basis (monthly, quarterly, and/or semi-annually) to CCJD and will be periodically reviewed with CCJD. Output data may include, but is not limited to: acceptance rates, rationale in cases where youth is not accepted to ESC, length of stay, post-ESC location, interventions and resources reviewed with youth and family. Required reports may include the following:

- Weekly status report including but not limited to: current status of youth in program, who was referred, and acceptance.
- Reunification plans.
- Incident reports.

3. Quarterly/Semi Annual Review: A quarterly/Semi Annual review will be conducted by CCJD supervisor(s).

4. Critical Incident Reporting. Provider shall notify the CCJD Supervisor overseeing this contract by telephone as soon as possible or within the same working day of a critical incident

of a sensitive topic. If the incident or sensitive topic occurs after normal business hours or on a holiday or weekend, contact the Juvenile Intake and Assessment Center by telephone and ask to speak with the on-call supervisor or on-duty shift supervisor. A written report shall be submitted within three (3) business days of the incident.

A critical incident is defined as:

- a. Any event likely to elicit heightened public interest or litigation.
- b. An incident that punishes, endangers, or otherwise harms a youth as a result of staff action or inaction.
- c. The death of a client.
- d. A suicide attempt or self-injury with significant intention to cause self-harm or death on the part of a client.
- e. A medical situation that results in the need to go to the emergency room or hospitalization.
- f. Criminal charges brought against a staff member or subcontract staff member involving a client.
- g. Professional misconduct by a staff member or subcontract staff member, including but not limited to sexual harassment or exploitation of a client including any sexual contact by staff, willful infliction of pain or injury of a client, and physical injury to a client by other than accidental means or is at variance with the explanation.
- h. Actions by a client that result in the death or serious injury of another person.
- i. Any incident deemed by Contractor to be of a critical nature.

The CCJD Assistant Director shall determine the appropriate follow-up. Contractor shall fully cooperate in any fact-finding inquiry that may be conducted.

Quality Assurance: Applicants should have existing processes and procedures in place for quality assurance of their program. Applicants should be equipped to accurately monitor and track reliable measures of program implementation and delivery of services. It is expected applicants will also comply with data collection and reporting requirements established by CCJD regarding a variety of quality assurance and evaluation processes. It is also the responsibility of the applicant to respond accordingly to any possible program drift or performance improvement issues identified in an effort to ensure program fidelity and performance.

3.3.4. Budget and Fees:

Depending on program costs, program need, funding priorities and funding availability, the estimated maximum amount of the contract resulting from this RFP is \$116,120 per year over five (5) years for an estimated total contract value of \$580,600. This is a time and materials contract based on the rates provided by the awarded proposer, with an overall not to exceed budget amount.

3.3.5. Term of Contract:

The term of the contract shall be from the effective date through **June 20, 2025**.

3.3.6 Sample Contract: Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- Sexual Molestation/Abuse: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

**SECTION 4
EVALUATION PROCEDURE**

4.1 An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

4.2 Evaluation Criteria

<u>Category</u>	<u>Points available:</u>
Service Delivery	0-30
Demonstration of Ability to Provide Services	0-30
Cultural and Gender Responsivity	0-25
Staff Descriptions and Qualifications	0-15
Available points	0-100

4.3 Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

SECTION 5 PROPOSAL CONTENTS

5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to Procurement@clackamas.us. The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, Chief Procurement Officer
Clackamas County Public Services Building
2051 Kaen Road
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposals must be printed, computer generated or typewritten, double spaced in 12 font text on 8.5” x 11” paper. In support of the CCJD’s sustainability goals regarding environmental impact and the disposal of paper, it is CCJD’s preference that proposals be printed on both sides of paper. The maximum total pages to be submitted is **20 pages single sided or 10 pages front and back.**

Provide the following information in the order in which it appears below:

5.2. Service Delivery (30 Points):

- Explain how your agency proposes to deliver the services described in Section 3.3.2 Service Components. Include in your description, the program structure that facilitates service delivery, and the types of activities and services a youth would typically expect to receive while placed in your program.
- All proposals submitted must include a description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.
- Provide information on your phone screening process, transportation services from the CCJD Juvenile Intake and Assessment Center (“JIAC”), and acceptance criteria. Give specific examples of intake screening questions you will use when screening youth for Emergency Shelter Care and specific criteria on how decisions will be made for placement.
- Describe your experience working with and/or accessing community resources and agencies that may be assisting these youth. This would include resources such as: schools, community-based service/treatment providers, civic organizations, volunteer, faith-based, or County/State agencies.
- Describe how you tailor your organization’s services to meet the culturally specific needs of individuals and the community. Please provide specific examples, including a description of how you worked with specific communities you serve and how your agency used that learning to inform future services and staffing.

5.3. Demonstration of Ability to Provide Services (30 Points):

- Describe how long your agency/organization has been delivering these services.
- Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services. Include in your description any challenges, successes,

and any program development or service-delivery issues you have experienced. Include any corrective action measures that had to be taken, if applicable to comply with those contracts.

- What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?
- Describe your ability to meet the transportation needs of youth in the program, including from the JIAC, school, and persisting appointments. What is your estimated response time for pick up from the JIAC upon referral?
- If your agency/organization is new to this service area, describe your capacity and capability to deliver the required services and your plan to be fully competent and functioning as a service provider by the time of the contract execution.
- If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services at those agencies with their notification process.

5.4. Cultural and Gender Responsivity (25 Points):

- Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities, and lesbian, gay, bisexual, transgender, queer, questioning, intersex (“LGBTQ”) youth and families.
- Describe the initial training and ongoing training staff receive related to cultural and gender responsivity, and delivering services in a cultural and gender responsive manner. Please describe the delivery mode of the training, the content of the training, and how many hours of training each staff receives annually.
- Describe how you promote equity, diversity, and inclusion in your programming and staffing.
- Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

5.5. Staff Descriptions and Qualifications (15 Points):

- Describe the duties and qualifications (e.g., education, training, experience, license/certification/accreditation) of key staff positions that will be directly involved with the delivery of these services.
- Describe the administrative management supervision structure of your agency/organization as it relates to the operation of these services and discuss any existing operational policies and procedures you have developed and would use to effectively deliver these services.
- Describe how staff is supervised to ensure competency and appropriate delivery of service is being performed. Include in your description how staff problems are resolved and corrective action taken.
- Describe any training provided to staff to strengthen skills and personal development.

5.6. Budget and Fees

1. Provide a program budget that includes the County’s total cost for Proposer to provide the Program (“Budget”). If the Proposer will supplement non-County Program costs with non-County revenue, the Proposer shall note on the Budget both the amount and source(s) of such revenue. The Budget shall categorize all Program costs into the following three line items:
 - a. Staffing Costs
 - b. Miscellaneous Costs
 - c. Administrative/Indirect Costs
2. Provide a proposed per day, per youth fee* for foster home placement settings and a rate for congregate care setting (should congregate care placement be approved by CCJD).

*The per youth fee structure may be changed to a different fee structure during contract negotiations at the County's sole discretion.

5.7. References

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Evaluation Committee members may contact references at their sole discretion.

5.8. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP# 2020-42 Emergency Shelter Care Services

Submitted by: The Boys & Girls Aid Society of Oregon
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
1. The selected Proposal must be approved by the Board of Commissioners.
 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120
 Non-Resident Proposer, Resident State _____
Oregon Business Registry Number _____

Contractor's Authorized Representative:

Signature: Vera Stoulil Date: 6-10-20
Name: Vera Stoulil Title: VP Programs & Govt. Affairs
Firm: The Boys & Girls Aid Society of Oregon
Address: 9320 SW Barbur Blvd. Suite 200
City/State/Zip: Portland, OR 97219 Phone: (503) 542.2309 (desk)
(503) 222.9661
e-mail: vstoulil@boysandgirlsaid.org Fax: 503.224.5960

Contract Manager:

Name Michelle Ottaviano Title: Program Administrator
Phone number: 503.542.2731
Email Address: mottaviano@boysandgirlsaid.org

EXHIBIT C
VENDOR'S PROPOSAL

Emergency Shelter Care Services Proposal

How does your agency propose to deliver the services described in 3.3.2?

We are confident we can provide immediate short-term emergency shelter care to the youth of Clackamas County. We are prepared to serve youth in our licensed foster homes as well as our Safe Place shelter. Our agency is prepared to provide one guaranteed bed for up to 14 days of short-term care. We are also prepared to provide access to one additional bed based on availability of placement. We have identified two foster homes who have committed to be a designated resource for the short-term emergency shelter contract. Each home will be available for one half of the month with a full month availability of one bed. Boys & Girls Aid will pay the foster parent a monthly stipend or flat rate to be available for placements during their designated portion of the month. Both foster families have committed to being available until the late evening for placements. At the point in the evening in which the families are no longer available for placements, the program will utilize Safe Place and make a plan for transition into the foster home the next morning. Additionally, in the event that the one guaranteed bed is being utilized and an additional bed is needed, if we do not have an available foster home, Safe Place will be utilized. The foster homes will enter into an agreement with Boys & Girls Aid if awarded the contract.

Historical behaviors will not be limiting factors for placement, however, will be assessed for appropriate fit with current milieu, other youth residing in the foster home as well as certification recommendations of appropriate placement in foster homes. Immediately upon placement in our care, within 24hrs, our team will connect with the youth's family to answer any questions, provide follow-up and begin planning goals and transition. We are prepared to serve youth as an alternative to detention and provide continuity of care for pre-existing services to include education, medical and counseling. Our services will include a reunification plan with the family which will include

Emergency Shelter Care Services Proposal

recommendations and referrals based on individual need. Youth will be in a supervised foster home or our shelter during evenings and weekends. Youth will attend school then structured day programming, Monday through Friday, at our SE Portland site, where we will provide case management, skills trainings, educational assistance, and recreational and cultural enrichment activities.

Our relationship-based model of care is grounded in Attachment Theory and Trauma Informed Care. At its foundation, all our work with youth is guided by our Core Service Principles (CSP). This looks like predictability, consistency, calmness, kindness along with established boundaries and clear limit setting. We are confident that though the implementation of our relationship-based model of care we can support families and youth during their stay with us as well as ensure we reduce further trauma and disruption in their lives. Additionally, in order to prevent further disruption to routine we are prepared to provide transportation support for the youth placed in our care to include, transportation from the Juvenile Intake & Assessment center to their placement, educational settings, doctor's appointments, mental health appointments, court hearings and any other scheduled appointments. We will also provide transition planning to the youth and family in preparations for the youth to transition out of our care. Services will include a reunification meeting, interventions and resources for the family to utilize and engage in, as well as access to a crisis line where the family can seek support regarding the reunification plan.

Our agency has highly trained Program Director's and Coordinators who oversee the daily operations of programs, supervision of staff, and foster families. Our agency has procedures in place to immediately report qualifying incidents such as runaways or law violations to Clackamas County Juvenile Department as well as law enforcement. We have a Quality & Evaluation Administrator who

Emergency Shelter Care Services Proposal

oversees quality and evaluation across services. Our highly trained supervisor team ensures we are providing quality services as well as ensures we are meeting contractual requirements to include data and case management paperwork. Our Director of Training Services works to ensure all contractual training requirements are met. The Director of Training Services works with program leadership to ensure trainings are provided on an on-going basis. Trainings include: Crisis Prevention & Intervention, Attachment, Trauma Informed Care, Collaborative Problem Solving, Equity, Diversity & Inclusion, Meeting Cultural Needs of Youth in Care, Sex Offending Youth, Commercial Sexual Exploitation of Children, Resources for Youth Aging out of Care as well as other trainings as needed. In addition to our standard trainings we rotate in others based on evolving needs.

Description of how the provider will achieve each of the goals set forth for ESC in Section 3.3.1.

Our experience collaborating with the Clackamas County Juvenile Department to provide Behavioral Rehabilitative Services (BRS) as well as short-term Emergency Shelter Care (ESC) makes us uniquely qualified to continue providing these services seamlessly. Additionally, we have many years of experience conducting home studies on families for both foster care and adoption that meet all the requirements of relevant Oregon Administrative Rules. We are prepared to provide continuity of care for pre-existing services to include education, medical and counseling. Boys & Girls Aid ensures that every youth placed in our care will have educational support and coordination. At intake, school information/plan, including any IEP's or educational accommodations needing to be made are collected and shared with the team of staff working with the youth. For youth who come into care with existing services, our agency makes arrangements for these services to continue without interruption. Our program ensures that youth attend all scheduled appointments and we make this a priority upon a youth's entry into our care. Throughout a youth's stay we will work with families, case

Emergency Shelter Care Services Proposal

workers and other providers to ensure that services are interconnected. Lastly, we will ensure that a reunification plan is developed in collaboration with the family which will include a list of providers, recommendations and referrals.

The STEP program is designed so that youth attend school during the day, structured programming after-school, and spend evenings and weekends in foster homes. The program provides 24-hour site or sound supervision and youth participate in skill building, academic support and structured recreational, social and cultural enrichment activities.

Boys & Girls Aid strongly believes that involving the family in decision making, service planning and general coordination is critical to a youth's success while in our care. Family members are a central resource in the treatment planning process and is an integral part of the treatment team. Families bring a knowledge of and relationship with the client that is unique and can bring significant help in determining the best course of action. Families are invited to attend and encouraged to provide input in the screening, intake meeting, and all service plan, transition plan and review meetings. Meetings will always be scheduled at a time and location that meets the family's needs. We also believe in frequent communication on a consistent basis throughout a youth's stay with us. We understand that fostering a relationship with the family, empowering them and helping them feel safe while committing to culturally and confidential practices is key to our youth's success.

Culturally specific services uplift the voices and experiences of those who, because of oppression, have been unheard or overlooked for far too long. We know many communities are unserved, underserved, and inadequately served. The programs strive to design interventions that are culturally grounded with ongoing guidance from clients and families in that

Emergency Shelter Care Services Proposal

community. The cultural community's lived experiences, core cultural constructs, and needs, as defined by people from that community, help inform service planning, service coordination, enrichment, recreational and cultural experiences, as well as decision-making.

We engage families using principles that establish the value of families being an equal partner with the program to aid in youth development. We build treatment around families' experiences and value back and forth communication regarding skill development. Case managers coach families in strategies and skills to implement in different environments and center family voice during the discussion. Boys and Girls Aid encourages families to utilize their natural supports and community partners to build a supportive network. When families are not engaging, we shift our strategy to help encourage family involvement. We also understand that we may need to remain neutral when there are conflicts among family's members to ensure that our relationship is intact, and we are working in the best interest of the client. When other issues surface, we believe the most effective way to address those is through services that engage, involve, strengthen, and support families. One way in which we do this is by involving parents when challenges surface. These challenges provide us an opportunity to teach and share knowledge. They give us the ability to model for the youth and family a durable way to solve problems when youth are not meeting expectations. We dig deep into what's under the surface of behaviors to get at the root of why they are not able to meet an expectation then work collaboratively with the youth to resolve issues while at the same time meeting expectations. Parents can be very helpful in this process.

We understand that in order to be successful in our work we need to maintain strong ties with our contractors. We understand that this means we should have open and regular

Emergency Shelter Care Services Proposal

communication. Additionally, our roles should be clearly defined. We also understand that this looks like honoring our commitments and operating our services in alignment with their values as well as ours. We believe in having strong relationships with our contractors as well as operating quality programs to meet their needs. To ensure we have quality programs we first start with highly qualified Director's to oversee them. Director's provide supervision and oversight of the program operation as well as to staff. Additionally, to ensure we are operating quality programs we analyze data to inform practice. The Director of Quality and Evaluation is responsible for reviewing and analyzing data related to critical incidents, program practice models, core service principles, consumer survey's and permanency outcomes. This data is reviewed on an ongoing basis by leadership and individual teams. Data is compiled into a report and reviewed on an annual basis to identify strategies for improvement. Goals are then developed for the next fiscal year.

Provide information on your phone screening process, transportation services and acceptance criteria. Give specific examples of intake screening questions.

After-business hours, placement calls come into a call center and are routed out to our on-call Intake Specialist The Intake Specialist will return the placement calls and gather information from the IAC staff about the youth in the following areas: Legal/Behavioral, Family Dynamics, Identity/Cultural, Mental Health, Drug and Alcohol History, Physical/Medical, Social/Life Skills, and Education/Vocation. The Legal/Behavioral area includes youth information about what prompted contact with law enforcement, any past history with law enforcement, current pending allegation, past adjudicated charges, and who has legal custody of the youth. This domain also includes any past or current aggressive or assaultive behaviors and includes context, victim, and any known trigger. Family Dynamics encompasses family of origin, history

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of conflict, out of home placements, any DHS involvement, current living situation, relationship dynamics, and any extended family resources. The Identity/Cultural domain is touched lightly on during the phone screening but is more fully addressed at the intake meeting. This area includes their thoughts and ideas about their own cultural, racial, sexual, gender and spiritual identity. It includes inquiring about family traditions, food preferences and family customs. Mental Health includes traumatic events, significant losses, historical or current self-harm, past or current suicidal ideation, and experiences of abuse. Information is also gathered around past and/or current mental health services, any diagnosis, and medications. Drug/Alcohol Use seeks information on past use, substances used, frequency and duration as well as use within 24 hours of coming into the Intake and Assessment Center. Inquiry is made as to any past Drug and Alcohol treatment received or recommended. Physical/Medical Health includes allergies, medical conditions and current needs or concerns and upcoming appointments. Social/Life Skills addresses peer interactions – strengths and challenges, conflicts verbal and/or physical, and coping skills. Education/Vocation covers education and vocation history, current grade, current school status, most recent school, IEP, and any identified education needs. The Intake Specialist also gathers information about run history, number of runs, time on the run, and any known triggers for running, gang involvement/concerns, concerns with or mistreatment of animals, fire setting, sexual acting out, reactivity or problematic sexual behaviors and any roommate restrictions. It is acknowledged that referrals made for emergency shelter are sometimes new youth to the juvenile department and CCJD staff may not have information on the above screening areas.

Emergency Shelter Care Services Proposal

After the phone screening is complete, the Intake Specialist will determine if a placement match is available. If a placement is available, the Intake Specialist will respond to the IAC building within 2 hours of the time of acceptance and complete and intake onsite. If during this meeting additional information is learned that leads to the identified placement no longer being a match the Intake Specialist will look at other available options and discuss this with IAC staff. Screening information and placement requests are assessed by the Intake Specialist who can at any point seek support for this assessment from the Boys & Girls Aid On-Call Supervisor. After intake paperwork has been completed the Intake Specialist will transport the youth to the placement.

Inability to find a placement match may lead to denial. Placement matching is based on the Foster Care Certification Department's recommendations of the home in the approving homestudy document. Per OAR and Licensing rules youth placed in a foster home must be considered in relation to the stated placement recommendation of the family. Additionally, youth's whose risk level is such that they are unable to remain safe in a community-based setting will be denied. This would include youth who are in imminent danger to self or others.

Describe your experience working with and/or accessing community resources.

Boys & Girls Aid establishes collaborative relationships with partner providers to create a comprehensive network of support for youth and families. The following is a list of providers with whom we have established relationships. Cleveland High School Medical Clinic is an excellent community resource which allows easy access to medical services for youth, whether they are insured or not. Multnomah County Parks & Recreation is resource for low cost recreational, sporting and enrichment opportunities. At the Oregon Food Bank- youth are able to volunteer during the summer months. The Portland Public Schools, DART (Day and

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Residential Treatment) Program is designed to engage high risk students. All youth in our programs are eligible to attend Clinton School while they are in care in our program if their needs would be best suited there. Lifeworks Northwest is a community mental health service which provides individual and family counseling, as well as drug and alcohol treatment services. The Native American Youth Association (NARA) is prevention oriented and family focused. Through group activities, events, and staff support, this culturally specific agency, strives to strengthen the resiliency of our youth. This program empowers youth to have a positive identity by teaching Native American/Alaska Native culture and values. TransActive provides the necessary support to improve the quality of life of transgender and gender nonconforming youth and their families through education, services, advocacy and research. Project Respond is the mobile mental health crisis response team for Multnomah County. They provide crisis assessment to individuals and families within the county experiencing a mental health emergency. Bridge House provides a safe, supportive, supervised home environment for seven youth ages 16 to 20 that meet homeless criteria. SE Works provides academic and career development services for youth aged 18 – 21. Students can study to take the GED, recover credit, earn original credit and prepare for transition to post-secondary education, receive career training and gain work experience. Promoting Avenues to Employment (PAVE) offers job training, occupational skills training, internships, and other employment and education-related opportunities. Gateway to College is a unique program that lets youth get their high school diploma while earning college credit.

Describe how you tailor your organization's services to meet the culturally specific needs of individuals and the community.

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Culturally specific services uplift the voices and experiences of those who, because of oppression, have been unheard or overlooked for far too long. We know many communities are unserved, underserved, and inadequately served. Because of this our programs strive to design interventions that are culturally grounded with ongoing guidance from clients and families in that community. The cultural community's lived experiences, core cultural constructs, and needs, as defined by people from that community, help inform service planning, service coordination, enrichment, recreational and cultural experiences, as well as decision-making. Services and materials should also be provided in an accessible format in the primary language of the client and the clients family.

Specific examples of how we meet the cultural needs of youth include intake forms with questions that seek to describe the youth's different identities related to race, age, gender, sexual orientation, nationality (culture of origin), religion, ability/disability status, socioeconomic status, structure of family, power in family etc. Additionally, we seek to understand the client identity, beliefs/belief systems and the social values that they hold. This is then shared with the youth's team including the foster parents in order for us to better serve the youth.

Additional examples of ways we've endeavored to meet the culturally specific needs of our youth and their communities include taking youth to important cultural events in the community, such Juneteenth celebrations, providing time and space for youth to conduct and share cultural/religious practices such as saging, and hearing and responding to the youth's desire for the program to hire in individuals who may more accurately reflect back to them their experience of the world as black and latinx youth. Likewise we have worked, where

Emergency Shelter Care Services Proposal

needed, to provide service plans and documentation in primary languages alternate to English, have brought in staff with second and third language proficiency throughout in order to maintain the smoothest communication possible, and ensured that, for individuals for whom visitation and permanency planning meet economic barriers, we provide flexible options to ensure the most successful outcomes. Lastly, in relationship to this, we believe that the changes we have made to bring in a peer leader to every staff meeting, has increased the youth's voices in the process of program planning overall.

Describe how long your agency/organization has been delivering these services.

Boys & Girls Aid has successfully delivering services for the past 20 years serving youth referred by Clackamas County Juvenile Department. We have built and nurtured relationships with the Juvenile Department staff and have demonstrated an ability to modify our services as needs for youth in our community evolve.

Describe any contracts your agency has had with any organization(s) for these services within the last two (2) years and your experience providing these services.

Boys & Girls Aid currently provides emergency shelter care to homeless and runaway youth in Washington County at the Safe Place for Youth Shelter. As the only youth shelter in Washington County, Safe Place provides a critical service to the community. Safe Place opened its doors in 2007 and since then has served hundreds of youth in need of emergency shelter. Some youth stay for just one night, while others stay close to 60 days. Safe Place is keeping youth off the streets and providing them with the stability they need to get back on track. Safe Place also provides services for youth brought in by the Washington County police department.

Boys & Girls Aid also provides shelter services in our STEP program through our contract with Multnomah County & Clackamas County Juvenile department. Referrals are both planned and

Emergency Shelter Care Services Proposal

unplanned. Some youth stay for just one night, while others stay close to 90 days. Their involvement in the juvenile justice system varies greatly. Some are informally involved and do not have an open case, others may be moving through the court system, while others may be on probation and not meeting their conditions of release. The program provides an alternative to detention and assists youth in getting through the court process. Additionally, the program provides services to support reunification and reduce recidivism.

Throughout our work with our contractors, whenever we've received feedback, we've endeavored to respond promptly. An example of this is when it was expressed that our communication and case management paperwork were not responsive and timely. The program worked to create more internal support structures as well as re-engage JCC's with the program at both the case management and director level. This also prompted us to evaluate the workload placed on our case management staff. This resulted in us hiring a case assistant to aid in case management duties to support the heavy workload and responsibilities placed on this position. This position was filled in June 2020.

What key strengths, resources and/or abilities does your agency/organization have that it can bring in providing these services?

Boys & Girls Aid has a strong established relationship with the Clackamas County Juvenile Department. Our team is familiar with the values and goals of department and our services are fully align. We have shown over the years our ability to ensure the conditions of our contracts are met, and even exceeded. Additionally, to already implementing these services we also have a contract with Multnomah County Juvenile Department that is similar. We have provided after hours emergency shelter to the youth of Multnomah County for two decades and already have systems in place to support service delivery. The 24/7 placement hotline is already in place and

Emergency Shelter Care Services Proposal

the after-hours intake staff are already trained and ready to place Clackamas County youth.

Lastly, we think our relationship with Clackamas County has shown that we are able to evolve and adapt. We also believe we have demonstrated the ability to receive feedback and make changes as well as meet the evolving needs of the department. We appreciate the frequent and open communication and know that we can always work together to collaboratively solve problems. We have built strong relationships which has allowed each party to openly collaborate and resolve problems. It is this relationship, that took many years to develop, that is the foundation of our work and makes all the other work we do with youth and families possible.

Describe your ability to meet the transportation needs of youth in the program.

The program will pick youth up for placement from the Juvenile Intake and Assessment Center with a response time of two hours post acceptance. The program is responsible for transporting clients to school, to the extent not provided by the school district; medical, dental, and therapeutic appointments, to the extent not provided through the Oregon Health Plan; recreational and community activities; places of employment; court hearings and shopping for incidental items. The program will share the cost of transportation for client visits equally with the client's parent/guardian.

If proposing alternate placement options other than the primary foster placement, please detail how beds are borrowed or exchanged between other County contracts of similar services.

At this time Boys & Girls Aid foster homes are not designated to serve only one contract, but instead are designated to a specific program. A program can serve many contracts under complimentary and similar service types. Our philosophy is to have a varied and robust configuration of providers to serve the contracts within any given program.

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Describe how you will deliver services in a culturally responsive way to youth and families of color, youth and families with varying gender identities.

When providing services for diverse populations, the program considers a number of factors that may influence our approach with the youth and family, such as ethnic identity, religious identity, generational status, language barriers, recency of immigration, country of origin, political climate, socioeconomic status, formal and informal educational experiences, sexual identity and orientation, culturally based beliefs and practices, and the match between the language and cultural backgrounds of program staff and families served. While completing our comprehensive needs assessment it's important that we gather, understand and assess this information in order to understand how best to work with youth and families. With this information, we can strategize how to support strengths, and meet existing needs. This then guides our work an intervention with youth and families. We understand that there may be barriers to obtaining this information. Thus, it is critical that we reflect and re-strategize our approach.

Collaboration with individuals or other organizations, with complementary areas of expertise, help us be culturally responsive to the needs of our populations. For example, we often work closely with the Native American Youth Association (NAYA). Boys & Girls Aid also strives to hire staff who are bicultural and/or bilingual in Spanish and other languages that correspond to the populations we serve. Lastly, Boys & Girls Aid strives to certify families of color and families with varying gender identities.

The Sexual & Gender Minority Youth Resource Center (SMYRC) has been a partner agency of Boys & Girls Aid for the last several years. We work closely with a consultant and trainer at SMYRC who keeps us informed of best practices when working with LGBTQ youth. We have demonstrated an ability to modify our program in order to make LGBTQ youth feel most

Emergency Shelter Care Services Proposal

comfortable in our program. An example of this is changing our program bathrooms from gender specific to gender neutral. We have learned that youth with gender identity issues face deep internal conflict when it comes to having to use a restroom designed for a specific gender. It was advised by SMYRC that youth programs transition to gender neutral bathrooms in order to prevent that internal turmoil and also to prevent the possibility of bullying or shaming by other youth in the program. Over the last several years, we have been very successful serving youth with varied sexual orientation, in addition to transgendered youth in the process of transitioning to the gender with which they identify.

Describe the initial training and ongoing training staff receive related to cultural and gender responsiveness and delivering services in a cultural and gender responsive manner.

Boys & Girls Aid promotes practices that recognize and respect each individual's cultural, spiritual and personal background. Boys & Girls Aid is committed to encouraging awareness and sensitivity to diversity, equity and inclusion on the part of all its staff, foster parents and volunteers. Required trainings address all aspects of diversity, equity and inclusion including delivering services in a gender responsive manner. The following is a list of initial trainings topics staff receive through our online training system within the first 30 days of hire of hire: A Culture-Centered Approach to Recovery, Sarah Jayne Blakemore Ted Talk, The Male Box, Strength Based Programming for Girls, Best Practices for Working with LGBTQ Children and Youth, Behavioral Health Services and the LGBTQ+ Community. The staff receive a total of 5hrs of trainings on cultural and gender responsiveness and delivering services in a cultural and gender responsive manner within the first 30 days of hire. Annually our agency assesses our needs around cultural and gender responsiveness trainings, so it does not look the same year to year. Our most recent training included a presentation facilitated by Dr. Keva Miller. She presented

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on topics from her research to include disproportionality of children of color in the foster care system and criminal justice system and need for effective interventions.

Describe how you promote equity, diversity, and inclusion in your programming and staffing.

Boys & Girls Aid partnered with Next Door to facilitate a Diversity, Equity and Inclusion training. Next Door facilitated an agency wide training and has provided on-going consultation to leadership on how to implement new concepts through their learned knowledge and experience. Next Door shared their experience assessing their agency and implementing a Diversity, Equity and Inclusion Committee of which Boys & Girls Aid has now done. Boys & Girls Aid recognizes that trainings are only one piece of the puzzle. First, our conversations about diversity have evolved beyond a focus on whether different individuals are *present* in our organization, to focus on inclusion: How are different individuals' perspectives included in important decisions? How often are peoples' voices silenced? Is this an environment where people feel like they can "show up" authentically? Are differences valued, rather than merely tolerated? Second, conversation evolved from equity rather than equality. Equity recognizes that not all individuals start from the same place. Equity aims to provide opportunities for historically underrepresented populations of employees to have equal access to growth opportunities and networks that will help close the gap, from leadership levels to all aspects of institutional functioning. We not only recognize that building our capacity here is necessary for our line of work, but that it will be a continuous process. One training won't do it, nor will reading one article. The DEI committee is using the results of a surveyed administered to staff to help guide their work. Currently, their focus is on working to ensuring we have an active anti-racist position within our agency. Additionally, they are providing forums for all of our agency

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staff to come together to have open dialogue about how to talk about, acknowledge and support that Black lives matter.

Describe your ability to provide linguistically appropriate services to monolingual (Spanish) youth and/or parents and guardians.

We recruit and hire a diverse workforce to include Spanish speaking staff as that tends to be the most common language our youth and families speak, aside from English. When we do not have a staff person available to facilitate conversations with youth and their families in their own language, we use Certified Languages International, a language line that allows us to immediately access a translator. Additionally, we contract with Linguava who provides on-site and telephonic and in-person interpretation, document translation and video relay interpretation. We also utilize a pocket translator for quick translation needs. Lastly, we partner with other agencies to who specialize in bilingual and bicultural services available to youth and families.

Describe the duties and qualifications of key staff positions.

Mary-Jackelyn Downing, Director of Juvenile Services, joined Boys & Girls Aid on May 1, 2019. Ms. Downing began her career in Mental Health with children in Roslindale, MA while still an undergraduate. Throughout her career she has grown to work within and supervise school-based programming and otherwise, working with children, adolescents, young adults and their families, throughout the city of New York, in conjunction with the Dept of Ed. and a variety of mental health funders and in a variety of capacities. Beyond this, she has cultivated extensive experience in a supervisory capacity and within performance-based contracts. Ms. Downing received her B.S. in Psychology from Suffolk University and her Masters in Mental Health Counseling for New York University. **Karlee Brandini**, Certification & Placement Director, has

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been with Boys & Girls Aid for fourteen years and has extensive experience in the field of social work. As the Placement Director, she manages a high volume of referrals and makes sound decisions regarding placement. She also oversees the Intake Coordinator and the 24/7 intake and crisis team. This includes selecting, training, and retaining a high-quality team of staff. Ms. Brandini has a bachelor's degree in psychology from Concordia University in St. Paul, Minnesota and well over a decade of experience working with youth and families in Oregon and Washington State. **Kristina Oliverio**, Program Coordinator- Ms. Oliverio has 10 years of experience in juvenile justice, graduating in 2010 from Portland State University with a Bachelor of Science, majoring in Criminal Justice and minoring in Psychology. She worked her first job out of college at Multnomah County Juvenile Detention as a Custody Services Specialist from 2010-2012. From there Kristina worked within the Juvenile Detention system of Santa Cruz County as a group supervisor while simultaneously working at the Community Action Board of Santa Cruz County with dually diagnosed adults and at risk youth who were completing community service hours as part of probation, obtaining a promotion to Program Coordinator while there. Kristina came to work with Boys & Girls Aid at the STEP program in July of 2019. **Steffen Studdard**, Case Manager- Steffen obtained his Bachelors in Sociology at Washington State University in 2015. Following that, Steffen began his work with Janus youth programs at Cordero House in 2016 as a Skills Trainer. He remained at Cordero House, obtaining a promotion to Case Manager in 2017 and continuing that work until his transition to Boys & Girls Aid in April of 2020. Throughout his time at Janus youth he built relationships with several of the JCC's and Juvenile Department staff that STEP currently works with, bringing those strong relationships along with him.

Describe the administrative management supervision structure of your agency/organization.

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As a member of Executive Leadership, our Vice President of Programs & Government Affairs, Vera Stoulil has general oversight responsibility for these services. Reporting directly to her is Michelle Ottaviano, Senior Program Services Administrator, who has been with Boys & Girls Aid for thirteen years and has been working with youth and families involved in the juvenile justice system for the last decade. To ensure effective operations across programs and foster care services, Ms. Ottaviano has oversight of the agencies residential, therapeutic foster care, juvenile justice, placement, afterhours support and foster parent certification and training services.

Describe how staff is supervised to ensure competency and appropriate delivery of service.

Our Program Director's possess advanced degrees and have knowledge of best practices in their service area. They are highly skilled and experienced providing supervision to employees who provide direct services to youth. The Program Directors are responsible for overall program management including program design & structure, oversight of clinical services, staffing patterns and roles, budget management, and contract management. They have full supervisory responsibilities including recruitment, hiring, personnel management, discipline, and termination. An agency standard is that Program Supervisors meet weekly with staff to provide clinical supervision, guidance and support to ensure staff have the skills needed to serve the youth. In addition to weekly supervision meeting Director's facilitate weekly staff meetings with the entire program team. The agency is committed to the professional development of staff and provides monthly trainings on areas to help staff grow professionally. Additionally, supervisors provide bi-annual performance reviews using a structured performance measurement tool. If there is a staff performance issue, coaching may occur in

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order to alert the employee that they need to make improvements or adjustments to their approach. We set clear expectations and also provide additional trainings if needed. Almost all issues can be resolved with a coaching session, but if for some reason improvements are not made and sustained, the employee may receive a verbal or written warning. We will then make a written plan to improve performance. If the employee is unable to meet that plan it is our job to take action and terminate employment as we know poor performance that goes unaddressed can lead to larger problems.

Program Budget

Cost Category	Clackamas County
Staffing Costs	\$44,108
Miscellaneous Costs	\$56,824
Admin/Indirect Costs	\$12,773
Total	\$113,704

Provide a proposed per day, per youth fee* for foster home placement and congregate care setting.

Section 3.3.2 of this RFP, requires that we provide 1 guaranteed bed for use by Clackamas County. To do that, BGA will need to designate a bed for the exclusive use by the County, and therefore, we will not have the ability to generate income through that bed. A guaranteed bed will need to be purchased regardless of the actual utilization. The annual cost is \$56,940 to hold the bed for the exclusive use of Clackamas County to serve this contract. This converts to a monthly cost of \$4,745, and \$156 per night. The 2nd bed will be billed at \$156 per night when used. The same rate will apply for congregate care beds if approved and utilized.

References

Lynne Schroder , 503.846.8655 lynne_schroeder@co.washington.or.us 222 N. First Ave, Hillsboro, OR 97124	Candace Johnson , 503.988.3967 candace.d.johnson@multco.us 1401 NE 68 th Ave, Portland, OR 97213	*Ahnjene Boleyn , 503.945.6512 Ahnjene.boleyn@state.or.us 500 Summer St NE, Salem, OR 97301
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*New contract, within last 3 years, to provide non-BRS shelter to DHS youth at Safe Place



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

January 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to Accept a Grant from Oregon Impact for reimbursement of activities related to Distracted Driving Enforcement

Purpose/Outcome	Funds received by Oregon Impact will reimburse the Sheriff's Office for FFY 2020-21 expenditures related to Distracted Driving Enforcement activities
Dollar Amount and Fiscal Impact	The total grant award amount is \$20,000
Funding Source	The funds come to the County via a grant award from Oregon Impact. The originating fund source is the National Highway Traffic Safety Administration (NHTSA) and/or the Federal Highway Administration (FHWA)
Safety Impact	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
Duration	The project period is 10/01/2020 – 09/30/2021
Previous Board Action/Review	The Board of County Commissioners has approved prior awards granted for this purpose
Counsel Review	1. <i>Date of Counsel review:</i> 11/24/2020 2. <i>Initials of County Counsel performing review:</i> AN
Procurement Review	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable 2. <i>If no, provide brief explanation:</i> Not applicable
Contact Person	Nancy Artmann, Sheriff's Finance Manager – nartmann@clackamas.us
Contract No.	None

BACKGROUND:

Funds awarded via this grant reimburse the Sheriff's Office for Distracted Driving Enforcement operations. The Clackamas County Sheriff's Office joins law enforcement agencies throughout Oregon conducting high visibility enforcement operations during the month of April 2021, National Distracted Driving Awareness Month. The funds also reimburse for additional operations established by CCSO during the grant award period. The award period is on a federal fiscal year from 10/01/2020 – 09/30/2021.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners signs and approves this grant agreement between the Clackamas County Sheriff's Office and Oregon Impact.

Respectfully submitted,

Angela Brandenburg,
Sheriff

OREGON IMPACT

Transportation Safety Division Grant Agreement
(Federal Funded only)
Distracted Driving Enforcement Grant
Clackamas County Sheriff's Office

This Transportation Safety Division Grant Agreement ("Agreement") is made by Oregon Impact hereinafter referred to as Grantor and Clackamas County Sheriff's Office, hereinafter referred to as Agency, Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

Agreement Terms and Conditions

1. Effective Date. This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2020, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2020** through and including **September 30, 2021** (the "Grant Period"), unless terminated earlier. No Grant Funds are available for expenditures incurred after the Grant Period.

2. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.
The Agreement Terms and Conditions set forth herein
Exhibit A Project Description
Exhibit B ODOT Grant Budget and Cost Sharing
Exhibit D - INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

3. Grant Award. In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$20,000.00** (the "Grant Funds") for eligible costs of the Project.

4. Project.

a. Description. The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

b. Project Change Procedures. Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and

may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

c. Conditions of Project Approval. [RESERVED].

5. Grant Funds.

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

b. Eligible Project Costs. The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

c. Reimbursement. ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

d. Conditions Precedent to Reimbursement.

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and

(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

e. Availability of Federal Funds. The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA)

and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

6. Project Reporting and Management. Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

a. Project Director Responsibilities. The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

~~(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.~~

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

b. Travel. Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing

Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

c. Development of Print or Production Materials.

~~(i) **Agency Rights.** Grantee shall provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures, course, workshop and conference announcements, and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.~~

~~(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.~~

~~(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.~~

~~(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements~~

of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

d. Equipment Purchased with Grant Funds.

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

7. Final Report. Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The

report may be no more than ten pages and must include the following elements:

a. Objective and Activities. A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

b. Costs. A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

c. Implementation. Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

d. Evaluation. Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

e. Completed Data Table. Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

8. Recovery of Grant Funds.

a. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

b. Audit.

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

iii. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

9. General Representation and Warranties of Grantee. Grantee represents and warrants to ODOT as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the

State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Gratuities. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub-agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Records Maintenance and Retention.

a. Records, Access to Records and Facilities.

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and

examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

11. Sub-agreements.

~~**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.~~

~~**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:~~

- ~~(i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;~~
- ~~(ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Sucontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;~~
- ~~(iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and~~

(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

c. Conditional Terms. Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
- (v) Any additional terms required by federal law and set forth in **Exhibit C**.

d. Subcontractor Indemnity/Insurance.

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively

"Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

12. Termination

a. Termination by Agency. Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

c. Termination by Either Party. If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

13. Default.

a. Grantee Default. Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
- (ii) Grantee fails to cure any performance as provided in Section 12.c;
- (iii) Grantee fails to perform any other obligation required under this Agreement; or
- (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency Default. Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

14. Remedies.

a. Agency Remedies. Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as

provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

b. Grantee Remedies. In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

15. General Provisions.

a. Indemnification and Hold Harmless. Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the

State of Oregon or the United States of America or any other party, organization or individual.

e. No Third Party Beneficiaries. Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee: Clackamas County Sheriff's Office
Project Director: Sean Collinson

Pass Through Entity/Grantor: Oregon Impact
Project Director: Janelle Lawrence

g. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

h. Compliance with Law. Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but

not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

i. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

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

l. Integration and Waiver. This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

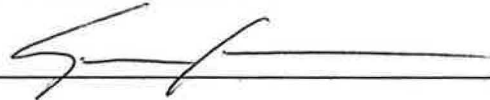
GRANTOR: OREGON IMPACT

BY: _____

Janelle Lawrence, Executive Director

Date: _____

GRANTEE: PROJECT DIRECTOR

BY:  _____

Print Name: Sean Collinson

Date: 01/12/2021

GRANTEE: DESIGNATED ALTERNATE

BY:  _____

Print Name: Richard Sheldon

Date: 1-12-2021

GRANTEE: AUTHORIZING OFFICIAL

BY: _____

Print Name & Title: _____

Date: _____

EXHIBIT A

Distracted Driving Enforcement Campaign

Clackamas County Sheriff's Office agrees to provide sustained distracted driving enforcement throughout the year, and especially during the month of April 2021 in coordination with the 8th National Distracted Driving Awareness Month statewide with other Oregon agencies, in coordination with the national campaign.

Clackamas County Sheriff's Office may use both unmarked and marked vehicles for the distracted driving enforcement events. When patrolling in marked vehicles, drivers using their cell phones tend to drop them once they see the marked vehicle and deny using them, therefore it is harder to cite and convict. In the unmarked vehicles, most distracted drivers don't realize they are being observed so they continue to drive distracted making it easier for enforcement to detect. The intent of this project is to reduce distracted driving statewide, and to raise awareness to the dangers of distracted driving, therefore changing driver behavior and making the current cultural norm around distracted driving unacceptable, resulting in less distracted driving crashes, fatalities and injuries. Due to changes in 2017 and 2018 to the Oregon Distracted Driving Statute, the law is much clearer on what is and is not allowed, and easier to enforce than it had previously been. Clackamas County Sheriff's Office is required to participate in at least three targeted saturation patrols on identified problem highways or road segments and/or at scheduled events. Attempt to make two contacts per hour.

Initiate HVE news media; press releases, radio interviews, etc., informing the public what the Distractive Driving Enforcement Campaign HVE's are about. Both pre and post media notification is required.

In participating months, complete the data entry into Badge Data and submit an Oregon Impact DD Overtime Enforcement Report monthly. The individual LEO reports for each shift and also copies of the pre and post media releases for HVE events will be uploaded into Badge Data, prior to submitting the agencies monthly claim. Claims should be submitted to Oregon Impact by the 15th of the following month.

Only actual LEO overtime pay rates will be reimbursed to the grantees in their project claims. Those timesheets and individual pay rates that support the claim may need to be verified at the time of an audit, so make sure to keep clear and detailed records for each claim submitted. In addition, match time is required by the agencies participating in this grant in the amount of twenty percent (20%) of the amount awarded.

EXHIBIT B

BUDGET AND COST SHARING

Federal Award Project Description: Distracted Driving Enforcement

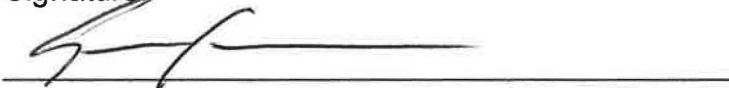
Clackamas County Sheriff's Office has been awarded a total of \$20,000.00 in Distracted Driving Enforcement Grant dollars for FFY_2020/2021 and agrees to fulfill the requirement of the grant listed above in Exhibit A.

Actual LEO overtime pay rates will be reimbursed to the grantee through their project claims. Those timesheets and individual pay rates that support the claim may need to be verified at the time of an audit, so make sure to keep clear and detailed records for each claim submitted.

Grantee Agency Information

Grantee/Subrecipient: Clackamas County Sheriff's Office
Project Director: Sean Collinson

Signature:



(the person signing claim(s) for reimbursement must have the Designated Alternate sign instead if they received any compensation from the grant, i.e., overtime pay, travel reimbursement, etc.)

Title: SERGEANT

Phone: 971-563-9529

Mailing address: 2223 S. KAEN ROAD,

OREGON CITY, OR 97045

Email address: SEANCOL@CO.CLACKAMAS.OR.US.

EXHIBIT C
SUMMARY OF FEDERAL REQUIREMENTS
ANNUAL FFY CERTIFICATIONS AND ASSURANCES
FOR HIGHWAY SAFETY GRANTS
(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)

***Additional Required Federal Terms and Conditions for
Grants funded with Federal Funds***

General Applicability and Compliance. Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

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

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards. Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Audits.

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

7. Federal Intellectual Property Rights Notice. The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

a. The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and
(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

8. Uniform Guidance and Administrative Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

b. Procurement Standards. When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

9. Federal Whistleblower Protection. Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

10. Nondiscrimination. Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

11. Buy America Act. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

12. Prohibition on Using Grant Funds to Check for Helmet Use. The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

13. Political Activity (Hatch Act). The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Certification Regarding Federal Lobbying. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

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

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

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. Restriction on State Lobbying. None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment and Suspension.

Instructions for Primary Tier Participant Certification (States)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT D

INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas County Sheriff's Office
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A375130000405eORC
4. Federal Award Date: October 1, 2020
5. Sub-award Period of Performance Start and End Date: From October 1, 2020 to September 30, 2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$20,000.00
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$46,000.00
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$46,000.00
9. Federal award project description: Statewide Distracted Driving Enforcement Campaign (DD) overtime mini-grant program to Oregon law enforcement agencies to include texting while driving and youth cell phone use while driving.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: NHTSA
 - (b) Name of pass-through entity: Oregon Impact
 - (c) Contact information for awarding official of the pass-through entity: Janelle Lawrence
11. Assistance Listing (CFDA) Number and Name: 20.600 State and Community Highway Safety in the amount of \$20,000.00
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0.00%

*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Oregon Impact .

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current 2021 fiscal year.

Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that: Grantee is a subrecipient.



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

January 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office to Enter into an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for Enforcement of the Oregon Motor Carrier Safety Action Plan (MCSAP)

Purpose/Outcome	Funds received by the Oregon Department of Transportation will reimburse the Sheriff's Office for FY 2020-21 inspections conducted in enforcement of the Oregon MCSAP
Dollar Amount and Fiscal Impact	The total funds available via the IGA are \$25,000 paid at a rate of \$113.75 per inspection conducted
Funding Source	The funds come to the County via the State of Oregon's Department of Transportation
Safety Impact	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
Duration	The project period is 07/01/2020 – 06/30/2021 or until funds are depleted; whichever is first reached
Previous Board Action/Review	The Board of County Commissioners has approved prior awards granted by the Oregon Department of Transportation for this purpose
Counsel Review	1. <i>Date of Counsel review:</i> 12/08/2020 2. <i>Initials of County Counsel performing review:</i> AN
Procurement Review	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable 2. <i>If no, provide brief explanation:</i> Not applicable
Contact Person	Nancy Artmann, Sheriff's Finance Manager – nartmann@clackamas.us
Contract No.	None

BACKGROUND:

The purpose of the Oregon Motor Carrier Safety Action Plan (MCSAP) is to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide. The goal of the MCSAP is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities caused by such vehicles.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners signs and approves this agreement between the Clackamas County Sheriff's Office and the Oregon Department of Transportation.

Respectfully submitted,

Angela Brandenburg,
Sheriff

**INTERGOVERNMENTAL AGREEMENT
Oregon Motor Carrier Safety Action Plan
(MCSAP)**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County acting by and through the Clackamas County Sheriff's Office ("CCSO"), hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Pursuant to ORS 825.248, the Oregon Department of Transportation (ODOT) is required to develop an annual commercial motor vehicle safety plan, referred to as the Oregon Motor Carrier Safety Action Plan (MCSAP). The goal of the MCSAP is to reduce accidents involving commercial motor vehicles (CMV) and to reduce injuries and fatalities resulting from accidents involving CMVs. On-road vehicle inspections focusing on conditions that would require the CMV or CMV operator to be taken out of service can reduce truck-at-fault crashes on Oregon highways. Because the on-road vehicle inspections would be precipitated by a valid traffic stop of the CMV, the on-road vehicle inspections may also curb unsafe driving actions of CMV operators that would be subject to a traffic citation or written warning.
3. By the authority granted in ORS 825.250(2), the Oregon Department of Transportation (ODOT) may enter into agreements with Agency or a city to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials when the inspections are performed by employees of the Agency or agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560.
4. Agency employs individuals who are trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560. Agency wishes to have said employees perform inspections of commercial vehicles, drivers, general cargo or hazardous materials on behalf of, and at the request of, State.
5. State wishes to enter into an agreement with Agency to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, using employees of the Agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560 in order to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

DEFINITIONS

1. "Authorized Representative" as defined in ORS 825.250(2), means a city, agency or state employee who has been trained and certified by Oregon Department of Transportation (ODOT), as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.
3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that result in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.
4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

For the purpose of enforcing traffic offenses contained in the Oregon Vehicle Code, except for ORS 810.230, "highway" includes premises open to the public that are owned by a homeowners association and whose boundaries are contained within a service district established on or before July 1, 2002, under ORS 451.410 to 451.610. [1983 c.338 §51; 2007 c.561 §1]

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A" attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$25,000.00 in state funds, which may be increased by a fully executed amendment.

2. The term of this Agreement shall begin on July 1, 2020 or on the date all required signatures are obtained, whichever is later, and will terminate on June 30, 2021 or upon completion of the project and final payment, unless extended by a fully executed amendment.

Agency OBLIGATIONS

1. Agency, through its Authorized Representative, shall initiate safety inspections only within the course of conducting a valid traffic stop. The safety inspection shall comply with the North American Standard Inspection Procedures, which are incorporated by reference and made part of this Agreement.
2. Agency shall conduct roadside inspections in a manner that provides a continuous enforcement presence in identified locations on highways throughout the term of the agreement.
3. When performing inspections as described herein, said inspections shall be documented electronically using the system(s) provided by ODOT or on paper forms provided by ODOT. All appropriate measures to protect personal protected information (PPI), shall be taken by Agency prior to submittal. PPI is defined as information that can be used to distinguish or trace an individual's identity or, when combined with other personal or identifying information, is linked or linkable to a specific individual.
4. Agency Authorized Representative shall conduct roadside inspections at locations on state highways that are adequate to protect the safety of driver and enforcement personnel.
5. Agency shall provide copies of any truck/driver inspections and CMV operator traffic citations or written warnings issued during a QSS within agreed locations. Agency shall ensure citations and written warnings reflect unlawful/unsafe driving behavior.
6. Agency agrees that their Authorized Representative will implement inspection procedures in accordance with minimum standards contained herein.
7. Agency agrees to enforce the North American Uniform Inspection Out-of-Service Criteria as adopted into Oregon law by State under:
 - a. OAR 740-100-0090, Part I- Driver.
 - b. OAR 740-100-0070, Part II - Vehicle.
 - c. OAR 740-100-0080, Part III - Hazardous Materials.
8. Agency agrees citations and written warnings shall include at a minimum the following:

- a. Date of QSS
 - b. Location of QSS (Hwy, Direction, and Milepost Marker)
 - c. Vehicle License Number
 - d. Motor Carrier Name
 - e. Motor Carrier US DOT Number
 - f. Driver Name and Driver License Number
 - g. Reason for QSS
 - h. Violation(s)
 - i. Out of Service defects (if applicable)
9. Agency shall submit monthly, an Invoice Cover Sheet see Exhibit B, attached hereto and by this reference made a part hereof, that identifies the number of QSS inspections along with corresponding citations and written warnings. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to State's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall State's obligations exceed the amount listed under Terms of Agreement, Paragraph 1. Travel expenses will not be reimbursed.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. Agency shall not enter into any subcontracts for any of the work schedules under this agreement without obtaining prior written approval from State.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than

\$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.

14. Agency certifies and represents that the individual(s) signing this Agreement has/have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
15. Agency's Project Manager for this Project is Sergeant Sean Collinson, 2223 Kaen Rd., Oregon City, OR 97045, 971-563-9529, seacol@co.clackamas.or.us or assigned designee upon individual's absence. Agency's billing address is: 2223 Kaen Rd., Oregon City, OR 97045. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$25,000.00. Travel expenses will not be reimbursed.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is Howard 'Russ' Russell, 3930 Fairview Industrial Dr. SE, Salem, OR, Howard.H.RUSSELL@odot.state.or.us, (503) 373-1979 or assigned designee, upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency/, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency/ fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.

- c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable

considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Clackamas County, by and through its Sheriff's Office

By _____

Date _____

By _____

Date _____

APPROVED AS TO LEGAL FORM (if required)

By _____
Counsel

Date _____

Agency Contact:

Sergeant Sean Collinson
2223 Kaen Rd.
Oregon City, OR 97045
971-563-9529
seancol@co.clackamas.or.us

STATE Contact:

Howard "Russ" Russell
Safety Enforcement Manager
3930 Fairview Industrial Ave NE
(503) 373-1979
Howard.H.RUSSELL@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Amy Ramsdell, Motor Carrier
Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Howard "Russ" Russell, Safety
Enforcement Manager

Date _____

EXHIBIT A
Agency PATROL Locations

The Portland Police Bureau and the Department of Transportation agree that only inspections conducted on I-205 and I-5 within the official limits of the Agency will qualify for CMV QSS.

Inspections conducted at other locations may qualify for CMV QSSs, if prior approval from ODOT is received.

EXHIBIT B
Invoice Cover Sheet

Agreement # 34057 Oregon Motor Carrier Safety Action Plan

Agency Name:	Clackamas County Sheriff's Office
Address:	2223 Kaen Rd.
City:	Oregon City
State/Zip:	OR, 97045
Contact Name:	Sergeant Sean Collinson
Telephone Number:	971-563-9529

Month Stops were made: _____

Number of CMV QSS that qualified for payment:	Rate	Amount
	\$113.75	



**BUSINESS AND COMMUNITY SERVICES
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

January 21, 2021

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Board Order Authorizing the North Clackamas Parks and Recreation District to apply for an Oregon Community Paths Program Grant from the Oregon Department of Transportation for Development of Trolley Trail Segment at Milwaukie Bay Park

Purpose/Outcome	NCPRD requests approval to apply for an Oregon Community Paths Program (OCPD) Grant from the Oregon Department of Transportation (ODOT) to develop the permanent alignment of the Trolley Trail segment at Milwaukie Bay Park.
Dollar Amount and Fiscal Impact	The OCPD grant application seeks \$423,525 in funding, with a 10.27% required match (\$48,475). The trail segment is a part of the full project to complete Milwaukie Bay Park, which has a total project cost estimated at \$9,600,000.
Funding Source	General Fund (for grant match)
Duration	If awarded, projects must be completed within three years.
Previous Board Action/Review	<ul style="list-style-type: none"> • January 19, 2021 Policy Session: Milwaukie Bay Park Project Update • December 3, 2020 Business Meeting: Board approval of IGA between the City of Milwaukie and NCPRD for transfer of city funds • December 3, 2020 Business Meeting: The Board approval of personal services contract between NCPRD and Shields Obletz Johnsen for Owner’s Representative Services • May 21, 2020 Business Meeting: Resolution 2020-36 for exemption and authorization to use the Request for Proposals Method to Obtain a Construction Manager/General Contractor • March 19, 2020 Business Meeting: Board Orders approving submission of grant applications (Order 2020-18, Order 2020-19) • February 18, 2020 Policy Session: Milwaukie Bay Park Final Design Project Update [older sessions not listed]
Strategic Plan Alignment	<ul style="list-style-type: none"> • Provide economic development, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities. • Promote a <i>Healthy and Active Lifestyle</i> by providing a park with recreational pathways, equipment and spaces • Designed with a lens of <i>Equity, Diversity and Inclusion</i>, engaging diverse audiences and maximizing park connections

	<ul style="list-style-type: none"> Promote <i>Carbon Neutrality</i> by providing higher quality natural areas and access by alternative modes of transportation
Counsel Review	January 11, 2021 (JM)
Procurement Review	N/A
Contact Person	Heather Koch, NCPRD Project Manager, 503-742-4354 Laura Zentner, BCS Director, 503-742-4351
Contract No.	N/A

BACKGROUND:

NCPRD is seeking approval to submit this grant application for the "Trolley Trail Segment at Milwaukie Bay Park." This piece of the Milwaukie Bay Park project is to develop the permanent alignment of the 1,065-foot Trolley Trail segment along the park, separated from OR-99E/McLoughlin Boulevard. The multi-use path will replace a temporary alignment, creating a wider path throughout the length with turns eliminated, more clear delineation, design treatments and indicated crossings to improve safety by mitigating risks to trail users and those crossing. It will also integrate the path with the concurrent improvements to complete Milwaukie Bay Park as a District-wide recreational amenity. A safer segment better connects users to nearby jobs, housing, neighborhoods, schools, retail businesses, public services, parks, light rail and bus throughout the six-miles of the regional Trolley Trail and beyond.

The OCPP grant administered by ODOT is a fitting funding source for this Trolley Trail Segment project due to its goal to build off-road transportation projects that address barriers and hazards for pedestrians and bicyclists. The grant selection process prioritizes projects that will provide safety benefits and meet equity measures. This project will provide safety improvements by constructing a new path that meets today's standards and is designed to mitigate potential conflicts. The project will help achieve greater equity for nearby transportation disadvantaged areas and members of the community. As a major point of connection, this segment location in particular offers better connection and access to many key areas for those experiencing transportation disadvantage: (1) the downtown retail and public services for all residents without autos; (2) the highly diverse Milwaukie High School; (3) new and much more dense housing with fewer cars; (4) and new affordable housing whose residents may rely more heavily on alternative transportation modes.

In the OCPP grant application, NCPRD seeks \$423,525 in funding to construct the path improvements, and indicates the required 10.27% required match (\$48,475). NCPRD plans to provide the match from the General Fund. Other local funds or state funds are also eligible for cash match and could be substituted. All submittals are due no later than January 31, 2021.

The Trolley Trail segment is a key feature of the full Milwaukie Bay Park Project. NCPRD partnered with the City of Milwaukie ("City") in 2018-19 to develop a final design to complete three

acres of undeveloped waterfront land at Milwaukie Bay Park. The design includes this permanent alignment for the Trolley Trail as well as an amphitheater, nature play area, interactive water feature, plaza with picnic terrace, pedestrian pathways, natural areas, public art and restrooms. NCPRD has engaged a broad and diverse range of over 1,300 community members throughout the District, advanced a funding strategy to leverage local, regional, state and other funds, and developed a process to build a preconstruction and construction services team in FY20-21. Construction is planned to begin in 2022.

The full project cost to complete Milwaukie Bay Park is estimated at \$9,600,000, including construction costs as well as preconstruction costs such as design, engineering, permitting and the CM/GC preconstruction services. The draft funding plan relies on multiple grants and sources as described most recently at the January 19, 2021 Board Policy Session. A project of this magnitude requires a diverse set of partners and funding commitments to succeed. The improvements planned for this District-wide amenity are valuable to the District, but also seen as a benefit to regional and state funders, making this success achievable. When complete, this riverfront park will benefit District residents as well as Clackamas County residents and visitors.

The park is identified as a high priority need in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan. NCPRD is partnering with the City to complete design and construction documents and construct the park. The City owns the park and NCPRD plans for, develops and manages the City's parks under an Intergovernmental Agreement. The District-City IGA was created as part of the formation of the District in 1990, and last amended in 2020 to reflect the adoption of new bylaws for the District Advisory Committee (DAC). An additional Intergovernmental Agreement between the NCPRD and the City must be executed prior to construction to address terms for protecting the District's and City's assets in the event of future property disposition or changes to the City continuing to be part of NCPRD.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners of Clackamas County, acting as the Board of Directors of the North Clackamas Parks and Recreation District, approve the Board Order authorizing staff to proceed with the Oregon Community Paths Program application.

ATTACHMENTS:

1. Board Order Authorizing NCPRD to Apply for an Oregon Community Pathways Program grant
2. Grant Application Lifecycle Form

Respectfully submitted,

Laura Zentner

Laura Zentner, Director
Business and Community Services

**In the Matter of authorizing the North
Clackamas Parks and Recreation District
to apply for an Oregon Community Paths
Program Grant from the Oregon Department
of Transportation for Development of Trolley
Trail Segment at Milwaukie Bay Park**

Order No. _____

Whereas, the Oregon Department of Transportation (ODOT) has invited the North Clackamas Parks and Recreation District (NCPRD) to apply to the Oregon Community Paths Grant Program (OCPG) after submission of a Letter of Intent in October 2020; and

Whereas, NCPRD desires to participate in this grant program to the greatest extent possible as a means of providing needed path improvements to improve safety as well as improved access for those with transportation disadvantage; and

Whereas, the Trolley Trail Segment is located in the existing Milwaukie Bay Park in downtown Milwaukie owned by the City of Milwaukie (“City”) and operated and maintained by NCPRD in accordance with an approved Intergovernmental Agreement (IGA); the IGA also states that NCPRD may undertake improvements to parks under the jurisdiction of the City, subject to approval by the Milwaukie City Council; and

Whereas, the NCPRD Advisory Board and the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, have identified completion of the Special Use Park (formerly “Riverfront Park”) providing District-wide service as “Priority 1” in the 2004 NCPRD Master Plan and 2007 NCPRD Parks and Recreation System Development Charges (SDC) Update Methodology Report and Capital Improvements Plan; and

Whereas, the City approved a 2010 Master Plan for the park, led two initial phases of the park’s development, and approved plans calling for its completion, including the Downtown and Riverfront Landuse Framework Plan (2015) and the Milwaukie Vision Action Plan (2017); and

Whereas, NCPRD and the City have worked together to revise the City-approved 2010 Master Plan with the April 2019 100% Final Schematic Design to complete the park, including the Trolley Trail Segment as a key feature to promote active transportation and enhance connectivity; and

Whereas, NCPRD led a process to engage a diverse range of over 1,300 District residents during development of the Schematic Design, providing input and ideas for the Segment and full park design; and

Whereas, the Trolley Trail Segment will be constructed concurrently with the full park completion, integrating it with key features that support bicyclists and pedestrians who use the path for transportation, such as restrooms, places to rest, and ADA-compliant access throughout the site, and terms for the construction, maintenance, operations and investment for all improvements in the full park completion will be included in an amendment to the existing NCPRD-City IGA or a new additional NCPRD-City IGA prior to construction; and

Whereas, NCPRD has available matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and

Whereas, NCPRD will provide adequate funding for ongoing operations and maintenance of this facility should the grant funds be awarded; and

NOW, THEREFORE, IT IS HEREBY ORDERED that the Clackamas County Board of Commissioners, acting as the Board of Directors of NCPRD, demonstrates its support for the submittal of a grant application to ODOT OCPP for development of the Trolley Trail Segment at Milwaukie Bay Park and does hereby authorize NCPRD to apply for approximately \$423,525 for path improvements.

DATED this _____ day of January 2021

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

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: North Clackamas Parks and Recreation District Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: Oregon Community Paths
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Heather Koch
Requestor Contact Information: hkoch@ncprd.com 503-539-4208
Department Fiscal Representative: Elizabeth Gomez
Program Name or Number (please specify): Milwaukie Bay Park
Brief Description of Project:

This construction project, "Trolley Trail Segment at Milwaukie Bay Park," is to develop the permanent alignment of the 1,065-foot Trolley Trail segment along the park in Milwaukie and separated from OR-99E/McLoughlin Boulevard. The multi-use path will replace a temporary alignment that now runs partially on a sidewalk, turns cyclists onto a short parallel loop, then combines users again on a single shared path. A wider path throughout the length with turns eliminated, more clear delineation, design treatments and indicated crossings will improve safety by mitigating risks to active transportation corridor users and those crossing. It will also best integrate the path with the concurrent improvements to complete Milwaukie Bay Park as a District-wide recreational amenity. A safer segment better connects users to nearby jobs, housing, neighborhoods, schools, retail businesses, public services, parks, light rail and bus -- in the immediate area, throughout the six-miles of the regional Trolley Trail and in the larger regional active transportation network.

Name of Funding (Granting) Agency: Oregon Department of Transportation (ODOT)

Agency's Web Address for Grant Guidelines and Contact Information:
<https://www.oregon.gov/odot/Programs/Pages/OCP.aspx>

OR

Application Packet Attached: Yes No
Completed By: Heather Koch Date: 1/6/2021

** 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: Awards Summer 202
CFDA(s), if applicable: N/A (federal)
Announcement Date: 11/1/2020 Announcement/Opportunity #: N/A (federal)
Grant Category/Title: Development Projects Max Award Value: \$423,525
Allows Indirect/Rate: Uncertain but does not appear to allow Match Requirement: 10.27% (\$48,475)
Application Deadline: 1/31/2021 Other Deadlines: past - Nov 15, 2020
Grant Start Date: tbd 7/1/2021 Other Deadline Description: Letter of Intent (in order to be invited to apply)
Grant End Date: 3 years from date agreement executed
Completed By: Elizabeth Gomez
Pre-Application Meeting Schedule: November 2020 + January 2021

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

Mission/Purpose:

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

Developing the path segment at the park better connects Trolley Trail users to provide economic development opportunities, public spaces, and community enrichment services to residents, businesses, visitors, and partners so they can thrive and prosper in healthy and vibrant communities.

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

Developing the path segment supports safer active transportation options for District residents, helping NCPRD use parks and recreational amenities to enrich community vitality and promote healthy living. The grant also supports two project-specific goals: (1) Integrate and enhance connectivity through pedestrian and bicycle circulation patterns; and (2) Ensure a safe and welcoming environment that provides accessibility, engagement and inclusion for all ages, mobility types, and backgrounds.

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

The City of Milwaukie remains a close partner in this effort to develop all amenities at Milwaukie Bay Park -- in coordination, funding and ownership of the land; however, as a site NCPRD operates and manages, we are best suited for this work. NCPRD has also worked with various partners on the Trolley Trail for almost 20 years to create and provide ongoing improvements for the 6-mile regional transportation and recreation corridor. Although this segment construction for which NCPRD is seeking funding is in Milwaukie, it is a District-wide amenity and serves residents District wide. NCPRD planning and project management staff are best suited for this work.

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

The goal of the OCP Program is to build off-road transportation projects that address barriers and hazards for pedestrians and bicyclists. The grant selection process prioritizes projects that will provide safety benefits and meet equity measures. This project will provide safety improvements by constructing a new path that meets today's standards and is designed to mitigate potential conflicts among path users and between path users and those in the surrounding area accessing Milwaukie Bay Park and OR-99E/McLoughlin Blvd. The project helps achieve greater equity for some transportation disadvantaged areas and members of the community. As a major point of connection, this segment location in particular offers better connection and access to many key areas for those experiencing transportation disadvantage: (1) the downtown retail and public services for all residents without autos; (2) the highly diverse Milwaukie High School; (3) new and much more dense housing with fewer cars; (4) and new affordable housing in which reliance on alternative transportation tends to be higher.

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?

N/A - the grant proposal is for a project rather than a 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, NCPRD has a Project Manager for Milwaukie Bay Park, a design team under contract, and a construction team for which a solicitation is being finalized. The contracts will allow NCPRD to complete preparation of construction documents and then be amended for the construction phase within the grant timeframe.

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?

NCPRD is partnering with the City of Milwaukie on the Milwaukie Bay Park Project overall. Since the City owns the land and regulates land use, partnership is required for success. Roles and responsibilities are described in an existing Intergovernmental Agreement. City roles and responsibilities include: owning the property, overseeing and providing land use approvals, providing advisory input on the design and/or process, and contributing funds. The City is committed to our shared goal to complete the park as a District-wide amenity.

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.)?

As a development project rather than a program, once the project is complete, development will be complete. NCPRD budgets annually for ongoing maintenance and management for all properties managed in the District.

Collaboration

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

NCPRD-BCS only

Reporting Requirements

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

Grant recipient: (1) tracks project and submits monthly progress reports and invoices; (2) sends quarterly progress report to CommunityPaths@odot.state.or.us; (3) sends final invoice for payment, closeout documentation, and final report.

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?

Grants require the projects to be in compliance with progress reporting and be completed within three years. The Project manager will conduct progress reporting and submit any other reports necessary. Once a grant is awarded, specific program requirements will be communicated from OCP, as OCP is responsible from administering Federal Highway Administration (FHWA) Transportation Alternative Program (TA) funds that would be the source for this grant through the OCP program.

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

Grant recipient: (1) tracks project and submits monthly progress reports and invoices; (2) sends quarterly progress report to CommunityPaths@odot.state.or.us; (3) sends final invoice for payment, closeout documentation, and final report. NCPRD must also partner with Clackamas County Finance on federal grant management.

Fiscal

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

Yes.

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

Yes, more sources are required. An IGA has been signed for future transfer of funds from City of Milwaukie (\$1 million) and the Land and Water Conservation Fund recommended a \$1 million award for which agreements are expected Spring 2021. The draft funding plan also includes: (1) NCPRD funds (SDCs, Metro Bond Local Share) that will be discussed with the NCPRD Board, District Advisory Committee and public; (2) other grants through Oregon Parks and Recreation Department and Metro (for which we have applied and will soon be applying); (3) private donations pledged from Milwaukie Parks Foundation not-for-profit organization.

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

Yes, a 10.27% cash match is required, and local or state funds may be used. NCPRD plans to use General Fund dollars but could use other local or state funds if determined to be available later. Cash match can only be for expenditures after the date the Intergovernmental Agreement (IGA) is signed by all parties and executed. Cash match is actual funds provided by the applicant that are reasonable, necessary, and directly related to the project and funded by the applicant. Examples of cash match include engineering, design, utility relocation, right-of-way acquisition, and construction costs.

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

This is a one-time grant for construction. There is no program to sustain.

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?

There is no indication that it covers indirect cost, however the funding is being sought only for construction costs associated with construction of the permanent path. NCPRD funds from SDCs, Metro Local Share and General fund are planned to support indirect expenses.

Program Approval: (completed by Project Manger)

Heather Koch

1/7/2021

Heather Koch (digitally provided)

Name (Typed/Printed)

Date

Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Kandi Ho	1/7/2021	<i>Kandi Ho (Digitally provided)</i>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Laura Zentner		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

Department: keep original with your grant file.