



AGENDA

WEDNESDAY, November 27, 2013 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2013-93

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

~NO DISCUSSION ITEMS SCHEDULED

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 Study Session. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

A. Health, Housing & Human Services

1. Approval of a Renewal Licensing Agreement with the City of Portland to Deliver Rent Well Tenant Training to Help Individuals and Families who are Homeless or At Risk of Homelessness Find and Keep Housing – *Social Services*
2. Approval to Apply to the Oregon Department of Human Services, Oregon Money Management Program as the Regional Coordinator for the Four (4) County Metro Aging & Disabilities Resource Connection Consortium - *Social Services*
3. Approval of a Professional, Technical & Personal Service Contract with a Daily Reprieve Center, Inc. dba Iron Tribe Network (formerly Iron Tribe, Inc.) for Peer Services – *Behavioral Health*

B. Department of Transportation & Development

1. Board Order No. ____ Correcting Board Order No. 2004-265, Vacation of Portions of Manape Drive, Bridge Street and Mooween Avenue
2. Approval of an Intergovernmental Agreement with Metro to Implement the Year 24 Annual Waste Reduction Plan and the Recycle at Work Program

- 6 3. Approval of a Contract Amendment with Wildish Standard Paving Co. for the Clackamas River at Springwater Road Bridge Replacement Project - *Purchasing*

C. Elected Officials

- 7 1. Approval of Previous Business Meeting Minutes – *BCC*
- 8 2. Approval of Intergovernmental Agreements between Clackamas County District Attorney's Office and the Cities of Canby, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City and West Linn to Provide for Distribution of Civil Forfeiture Proceeds - *DA*

D. Administration

- 9 1. Approval and Adoption of Affirmative Action Hiring Goals – *Diversity and Inclusion*

E. Central Communications (C-COM)

- 10 1. Approval of Fiscal Year 2013 State Homeland Security Grant Program Agreement No. 13-204 with the State of Oregon

F. Department of Emergency Management

- 11 1. Approval of Fiscal Year 2013 State Homeland Security Grant Program Agreements No. 13-205, 206, 207 with the State of Oregon
- 12 2. Approval of Fiscal Year 2013 Emergency Management Performance Grant Agreement No. 13-503 with the State of Oregon

V. WATER ENVIRONMENT SERVICES

- 13 1. Approval of a Professional Services Agreement between Clackamas County Service District No. 1 and Brown and Caldwell, Inc. for the Kellogg Creek WPCP Pump Station Rehabilitation Project.

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

November 27, 2013

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Renewal Licensing Agreement with the City of Portland to Deliver
Rent Well Tenant Training to Help Individuals and Families who are Homeless or
At Risk of Homelessness Find and Keep Housing

Propose/ Outcomes	Approval of a renewal licensing agreement from the City Of Portland to deliver Rent Well tenant training to help individuals and families who are homeless or at risk of homelessness find and keep housing. Up to 92 households will be assisted annually.
Dollar Amount and Fiscal Impact	Non-financial
Funding Source	N/A
Safety Impact	None
Duration	July 1, 2013 to June 30, 2016
Previous Board Action	N/A
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	6480

Background

The Social Services Division of the Health, Housing & Human Services Department requests the approval of a renewal licensing agreement from the City of Portland to deliver Rent Well tenant training to help individuals and families who are homeless or at risk of homelessness find and keep housing.

Rent Well is a 6-week tenant readiness training program that helps participants become successful, stable renters by providing them with information that can help build a positive relationship with their landlords. Each participant must complete a series of 6 classes that take place once a week. After completing all of the classes, the participant receives a Rent Well Certificate of Completion. This certificate can be presented to landlords upon application for tenancy to help convince the landlord to rent to the Rent Well graduate. Rent Well is an excellent option for people with poor/no credit, past evictions, no rental history and/or criminal history. Up to 92 households will be assisted annually.

The Curriculum, the Curriculum materials and the Rent Well Marks are owned or controlled by the City of Portland. This licensing agreement allows Clackamas County Social Services to use the Curriculum and Curriculum materials and act as Lead Agency in Clackamas County. There is no cost associated with this licensing agreement.

A copy of the licensing agreement was received on October 21, 2013. This agreement was approved by County Counsel on November 6, 2013.

Recommendation

We recommend the approval of this licensing agreement and that Cindy Becker, Director of Health, Housing & Human Services is authorized to sign all documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker" with a flourish at the end, followed by a slash and the initials "for CB".

Cindy Becker,
Director

**RENT WELL TENANT EDUCATION PROGRAM
LEAD AGENCY CONTRACT**

Contract No. 30003589

This RENT WELL TENANT EDUCATION PROGRAM LEAD AGENCY CONTRACT (the "Contract") is by and between City of Portland acting by and through its Portland Housing Bureau (the "City") and Clackamas County (the "Lead Agency"). This Contract is effective as of July 1, 2013 (the "Effective Date").

I. DEFINITIONS

For purposes of this Contract, the following words have the meanings set forth next to them:

- a. "**Certified Instructor**" means Curriculum instructors who have completed the Rent Well Certified Instructor Training, passed the required test and signed a Rent Well Tenant Education Program Certified Instructor Contract.
- b. "**Certified Instructor Training**" means the Rent Well instructor certification training delivered by City with Lead Agencies that an interested party completes to become a Trained Instructor.
- c. "**Community Agency**" means an agency that has signed a Rent Well Tenant Education Program Community Agency Contract with the Lead Agency.
- d. "**Curriculum**" means the Rent Well Tenant Education Program.
- e. "**Curriculum Materials**" means the Rent Well Tenant Education Program Participant Workbook, Instructor Manual, Participant Information Form, Course Evaluation, and other such documents developed as part of the Curriculum.
- f. "**Purpose**" is to provide information and tools to Target Population acquire stable rental housing.
- g. "**Graduate**" means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- h. "**Landlord Guarantee Program**" means program that incents landlords to accept Graduates as tenants.
- i. "**Participant**" means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- j. "**Tenant Training**" means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- k. "**Trained Instructor**" means a person that has participated in and passed the requirements associated with Certified Instructor Training, but does not have a current, signed Rent Well Tenant Education Program Certified Instructor Contract.
- l. "**Target Population**" means those low-income persons who lack information regarding tenant's rights and responsibilities and who may have rental screening barriers.

m. **“Territory”** means the region of Clackamas County.

II. TERM

This Contract will run from the Effective Date until June 30, 2016 (the “Term”). The parties may renew the Contract by signing an extension in writing. Any Community Agency License Contracts with Lead Agency as a party will terminate with the expiration or termination of this Contract, unless otherwise agreed by City and Lead Agency.

III. REPRESENTATIVES

The following persons are the representatives for the parties. Communications regarding this Contract will be sent to these representatives. The representatives may be updated at any time by one party giving written notice to the other, and such change in representatives will be effective upon the date the change is communicated, unless the notice provides for another effective date.

City Representative	Lead Agency Representative
Name: Ryan Deibert Address: 421 SW 6 th Ave, Suite 500, Portland, OR 97204 Telephone: 503-823-2355 Email: ryan.deibert@portlandoregon.gov Fax: 503-823-2368	Name: Erika Silver Address: P.O. Box 2950 Oregon City, OR 97045 Telephone: 503-650-5725 Email: esilver@clackamas.us Fax: 503-650-5722

IV. RESPONSIBILITIES

- a. **COMMUNITY AGENCIES.** Lead Agency may contract with Community Agencies to deliver Rent Well Tenant Training; provided that Lead Agency contract with Community Agencies in the form of Rent Well Tenant Education Program Community Agency Contract (“Community Agency Contract”), which is provided as Exhibit 1 and is attached. Community Agency Contracts may not be modified except to add in the name, address, and contact information specified in Community Agency Contract without the prior written consent of City. If Lead Agency and Community Agency require modifications to the Community Agency Contract other than those described above, they will notify City and City will approve or disapprove of the modification in its reasonable discretion. No sub-licensing, one-off presentations, or other use of the Curriculum or Curriculum Materials not specified as permissible by this Contract are permitted, without the prior written consent of City.

- b. **CERTIFIED INSTRUCTOR TRAINING.**
 - i. **TRAINING.** City will work with Lead Agency to coordinate and deliver Certified Instructor Training. Lead Agency agrees to help coordinate and deliver Certified Instructor trainings and re-certification sessions; provided, however, that all Certified Instructor trainings must be presented by City. Lead Agency cannot hold an independent Certified Instructor Training.
 - ii. **TRAINING FEES.** City may charge a reasonable fee to cover cost to deliver Certified Instructor Trainings, if necessary. However, Lead Agency staff will not be charged to attend Certified Instructor trainings or re-certifications.
 - iii. **CONTRACTING WITH CERTIFIED INSTRUCTORS.** Lead Agency will contract with Trained Instructors by signing the Rent Well Certified Instructor Contract, which is attached as Exhibit 2. Unless a Trained Instructor has a signed Certified Instructor Contract in place with a Lead Agency, he or she may not teach the Curriculum and will not be considered a Certified Instructor.

- c. **LANDLORD GUARANTEE.**
 - i. Lead Agency will clearly communicate with Community Agencies (and Certified Instructors) as to whether their Graduates are permitted to access a Landlord Guarantee Program for Lead Agency's Territory and the requirements for so accessing such a program.
 - ii. Lead Agency is solely responsible for managing its Landlord Guarantee Program, and City is in no way responsible for, or associated with, Lead Agency's Landlord Guarantee Program.

- d. **COMMUNICATIONS REQUIREMENTS.**
 - i. Lead Agency will require the Certified Instructors to sign up for the Rent Well list serve.

- e. **MONITORING REQUIREMENTS.** Lead Agency is responsible for the following:
 - i. Ensuring that Certified Instructors confirm Participants have met graduation requirements before Participants are issued a graduation certificate.
 - ii. Ensuring that Community Agency License Contracts are signed by all agencies where Certified Instructors teach and that Community Agency License Contracts do not inadvertently expire.
 - iii. Ensuring that individuals interested in teaching the Curriculum attend the Certified Instructor Trainings, that such persons pass the Certified Instructor Training test and sign a Rent Well Tenant Education Program Certified Instructor Contract before teaching the Curriculum, and that

- Certified Instructors meet requirements to remain certified, if they continue to teach.
- iv. Confirming periodically to City that all Certified Instructors teaching for Lead Agency or for Lead Agency's Community Agencies hold valid Rent Well Tenant Education Program Certified Instructor Contracts.
 - v. Monitoring delivery of the Curriculum at Lead Agency and Community Agencies to ensure quality.
 - vi. Promptly addressing any quality issues if the Curriculum is not being delivered in a high-quality, professional manner, including, if needed, terminating the under-performing Certified Instructor's Rent Well Tenant Education Program Certified Instructor Contract or Community Agency Contracts.
 - vii. Through its Community Agency and Certified Instructors, must ensure Participants sign a release of information at the first class to permit Lead Agency to release information to City and State of Oregon Housing and Community Services in the Participant Information Form (which is part of the Curriculum) and to allow monitoring.
 - viii. Lead Agency will require Instructors to comply with the Community Standards set forth in the Rent Well Certified Instructor Contract, and all other provisions of the Rent Well Certified Instructor Contract.
- f. **REPORTING REQUIREMENTS.** Lead Agency may establish its own reporting requirements for Community Agencies and Certified Instructors in its written policies; provided that Lead Agency is responsible for, at a minimum, reporting to City the number of graduates from the Rent Well Curriculum for each fiscal year (July 1- June 30) by August 30 of each year. In addition, Lead Agency will provide Participant and Graduate names to City within a reasonable period of time after completion of the class, if requested.
- g. **NONDISCLOSURE.** All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Lead Agency (except if disclosure is permitted through a signed information release by Participants). Lead Agency will hold such information in confidence, except as required by law, and as needed to perform reporting obligations associated with this Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or omission by Lead Agency; (ii) is subsequently disclosed to Lead Agency on a non-confidential basis by a third party or by Participant without violating any obligation of confidentiality relating to the information disclosed; or (iii) is subsequently developed independently by an employee or agent of the Lead Agency who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

V. DELIVERY OF THE CURRICULUM. In addition to the requirements set forth in this Contract, Lead Agency is responsible for the following:

- a. The Curriculum Materials will be utilized in each Tenant Training and followed to ensure that learning objectives are adequately covered.
- b. No omissions will be made to the instructional content of Curriculum Materials.
- c. The Curriculum Materials, in whole or in part, may not be used in the creation of a new course without the prior written permission by City.
- d. Curriculum updates, which may be forwarded electronically, will be promptly inserted into the Curriculum Materials and/or forwarded to all Certified Instructors who maintain copies of the Curriculum Materials.
- e. Lead Agency will inform City of new Certified Instructors within 15 days of receiving such notice from Community Agency.
- f. Lead Agency must inform City of any Certified Instructors who are no longer teaching for a specific Community Agency or who have had their Certified Instructor Contracts terminated within 15 days of such change.
- g. Lead Agency will require Community Agencies to permit Lead Agency staff to monitor Curriculum delivery in a Tenant Training, and collect feedback from Participants through surveys and any other evaluation methods Lead Agency deems reasonable.
- h. Lead Agency may remove a Certified Instructor from its Certified Instructor listing if such Certified Instructor is not meeting his or her delivery requirements and/or quality standards (and Lead Agency terminates the Certified Instructor's Rent Well Tenant Education Program Certified Instructor Contract).

VI. LICENSING

- a. OWNERSHIP OF CURRICULUM. All materials licensed through this Contract, including the Curriculum, the Curriculum Materials and the Rent Well Marks, are owned or controlled by City or by the party credited as the provider of a portion of the Curriculum. Lead Agency agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum and Curriculum Materials. Without limiting the foregoing, Lead Agency specifically acknowledges and agrees that all information licensed pursuant to this Contract is subject to restrictions as described herein.
- b. COPYRIGHT. Subject to the terms set forth in this Contract and for the Term (unless earlier terminated), City grants to Lead Agency a limited, nontransferable, nonassignable, royalty-free, sublicensable (as permitted by

VI. f.) and nonexclusive license to use, reproduce, teach (by Certified Instructors only) and distribute the Curriculum and Curriculum Materials to Participants solely for purposes of reaching the Target Population to further the Purpose in the Territory and in accordance with the following requirements:

- i. Lead Agency may reproduce and distribute the Curriculum Materials to Participants, Certified Instructors and Community Agencies only (if any).
- ii. Lead Agency may charge a fee to Participants if necessary to cover costs to deliver the Curriculum, but cannot make a profit. Lead Agency will report all fees collected to City on an annual basis.

Lead Agency may not use, reproduce, teach (by Certified Instructors or otherwise), sell, share, or otherwise distribute the Curriculum unless in furtherance of the Purpose in its Territory and as part of Rent Well Tenant Training, unless Lead Agency receives prior written consent from City.

- c. COPIES OF THE CURRICULUM. City will make one master paper or electronic copy of the current Curriculum available to Lead Agency. Lead Agency is responsible for making and providing copies of Participant Curriculum Materials for classes it delivers (or having Community Agency do so, in Lead Agency's discretion). City is not responsible for printing copies of the Curriculum Materials for Certified Instructors or Community Agencies.
- d. MODIFYING CURRICULUM. Lead Agency may modify the Curriculum and Curriculum Materials only if Lead Agency receives City's written approval of any such changes, which will not be unreasonably denied. In addition, Lead Agency may supplement the Curriculum and Curriculum Materials with completely original additional, and not inconsistent, activities and materials. Supplemental materials shall not be incorporated into the Curriculum or Curriculum Materials and shall not use the Rent Well name or logo. However, Lead Agency shall not supplement or modify the Curriculum using materials from any third-party tenant education programs under any circumstances.
- e. UPDATING THE CURRICULUM. City will reasonably update the Curriculum based on Lead Agency and Certified Instructor feedback and law changes. Any updates, modifications or changes to the Curriculum will be provided to Lead Agency in writing or electronically.
- f. ABILITY TO SUBLICENSE. Lead Agency may enter into sublicense agreements with Community Agencies to service the Target Population within the Territory by entering into Rent Well Tenant Education Program Community Agency Contract, in the form set forth in Exhibit 1.

g. USE OF RENT WELL NAME AND LOGO.

- i. Subject to the terms of this Contract and for the Term only, City hereby grants a limited, non-transferrable, nonassignable, sublicensable (as set forth below), royalty-free license to Lead Agency to use the Rent Well name and logo (as set forth on Attachment A, collectively, the “Rent Well Marks”) when marketing or delivering the Curriculum and on Curriculum Materials in the Territory to potential Community Agencies, Target Population and landlords who may participate in the Landlord Guarantee (the “Trademark License”), in accordance with the Trademark Style Manual, which may be updated from time-to-time by City.
- ii. Lead Agency may sublicense the Trademark License set forth herein to Community Agencies as set forth in the Rent Well Tenant Education Program Community Agency Contract; provided, however, that Community Agencies are *strictly prohibited* from creating its own marketing materials as set forth in Section VI(g)(v), below.
- iii. The Rent Well Marks cannot be applied to other rental education programs without written permission from City.
- iv. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
- v. If Lead Agency wants to create its own marketing materials using the Rent Well Marks, City must approve final design in writing; however, Lead Agency may not, under any circumstance, modify the Rent Well Marks.
- vi. Lead Agency recognizes the value of the good will associated with the Rent Well Marks and acknowledges that the Rent Well Marks and all rights therein including the good will pertaining thereto, belong exclusively to, and will inure to the benefit of, City.
- vii. Lead Agency will comply with the marking provisions of the trademark laws of the Territory. The following marking must be included on any materials other than the Curriculum that incorporate the Rent Well Marks: “Rent Well is a trademark of City of Portland, used under license by [Lead Agency].”

VII. POLICING

Lead Agency agrees to notify City promptly of any suspected or known improper or unauthorized use of the Curriculum, Curriculum Materials or Rent Well Marks by third parties. No action, other than the above notification to City, shall be taken by Lead Agency for enforcement of the Curriculum, Curriculum Materials or Rent Well Marks without the prior written consent of City, which consent may be denied, withheld or delayed in City’s sole discretion. It is the intent of the parties that City be primarily responsible for all infringement enforcement, in City’s sole

discretion. In the event City pursues litigation or administrative proceedings against any third party for infringement of the Rent Well Marks or the Curriculum, City shall solely control the prosecution of any such litigation or proceeding. In the prosecution of any such litigation or proceeding, Lead Agency agrees to execute any and all documents and to do such other acts or things as may be necessary to carry out such prosecution, in the reasonable opinion of City's counsel.

VIII. POLICY UPDATES

City retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. City will provide 30 days prior written notice to any policy change or creation to Lead Agency. Lead Agency will, in turn, provide notice to Community Agencies and/or Certified Instructors in a timely manner. City will provide all new and modified policies in writing to Lead Agency, and as appropriate, via email on the Rent Well list serve.

IX. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Lead Agency shall materially and substantially fail to fulfill in timely and proper manner its obligations under this Contract, or if Lead Agency shall violate any of the covenants, agreements, or stipulations of this Contract, City shall have the right to terminate this Contract by giving written notice to Lead Agency of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination.
- b. **EFFECT OF TERMINATION.** If the Contract is terminated, Lead Agency may continue to use the then-current version of the Curriculum and Curriculum Materials, without the name Rent Well or any Rent Well Marks, for the Purpose (as a core service) to its own clients in the Territory; provided, however, that Lead Agency may not sell or license the Curriculum and Curriculum Materials to third parties. Further, Lead Agency must immediately cease using the Rent Well Marks upon termination of the Contract, and must either return or destroy all materials that contain the Rent Well Marks (except for the one copy of the Curriculum Materials, and those materials should have the Rent Well Marks removed as soon as feasible).
- c. **NON-DISCRIMINATION.** During the performance of this Contract, Lead Agency agrees as follows (and Lead Agency will require its Community Agency and its Certified Instructors to comply as well):
 - i. Lead Agency will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act

- (24 CFR 100), and Executive Order 11063 (24 CFR 107).
- ii. Lead Agency will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - iii. Lead Agency will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - iv. Lead Agency will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - v. Lead Agency will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Lead Agency will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.
- d. ACCESS TO RECORDS. City, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Lead Agency which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by Lead Agency for three years after the termination of the Contract.
- e. INDEMNIFICATION. Lead Agency shall hold harmless, defend, and indemnify City and City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Lead Agency's work or any subcontractor's work under this Contract.
- f. WORKERS' COMPENSATION INSURANCE.
- i. Lead Agency, its subcontractors, if any, and all employers working

under this Contract, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Lead Agency further agrees to maintain worker's compensation insurance coverage covering its own subject workers for the duration of this Contract.

- ii. In the event Lead Agency's worker's compensation insurance coverage is due to expire during the term of this Contract, Lead Agency agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Lead Agency agrees to provide City of Portland such further certification of worker's compensation insurance a renewals of said insurance occur. If Lead Agency believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, Lead Agency agrees to accurately complete City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by Lead Agency shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, City may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.

g. **LIABILITY INSURANCE.**

- i. Lead Agency shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Lead Agency will be driving or using a vehicle on behalf of City, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- ii. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional

insureds City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, Lead Agency shall provide a new policy with the same terms. Lead Agency agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Lead Agency.

- iii. Lead Agency shall maintain on file with City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by City. In lieu of filing the certificate of insurance required herein, Lead Agency shall furnish a declaration that Lead Agency is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- h. **SUBCONTRACTING AND ASSIGNMENT.** Lead Agency shall not subcontract its work under this Contract, in whole or in part, without the written approval of City. Lead Agency shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this Contract. Notwithstanding City approval of a subcontractor, Lead Agency shall remain obligated for full performance hereunder, and City shall incur no obligation other than its obligations to Lead Agency hereunder. Lead Agency agrees that if subcontractors are employed in the performance of this Contract, Lead Agency and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Lead Agency shall not assign this Contract in whole or in part or any right or obligation hereunder, without prior written approval of City. Subcontractors shall be responsible for adhering to all regulations cited within this Contract.

- i. **INDEPENDENT CONTRACTOR STATUS.** Lead Agency is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Lead Agency and its subcontractors and employees are not employees of City and are not eligible

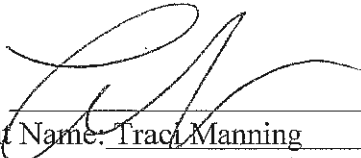
for any benefits through City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- j. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof. No City officer or employees who participated in the award of this Contract shall be employed by Lead Agency during the period of the Contract.
- k. **OREGON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Oregon. Any litigation between City and Lead Agency arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- l. **COMPLIANCE WITH LAWS.** In connection with its activities under this Contract, Lead Agency shall comply with all applicable federal, state, and local laws and regulations.
- m. **SEVERABILITY.** If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- n. **INTEGRATION.** This Contract contains the entire Contract between City and Lead Agency and supersedes all prior written or oral discussions or Contracts.
- o. **PROGRAM AND FISCAL MONITORING.** City through the Portland Housing Bureau shall monitor on a regular basis to assure Contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by City Representative.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

City:

Lead Agency:

By: 
Print Name: Traci Manning
Title: Director, Portland Housing Bureau
Date: 10/11/13

By: _____
Print Name: Cindy Becker
Title: Director
Date: _____

APPROVED AS TO FORM:

By: _____
Print Name: _____
Title: City Attorney
Date: _____

EXHIBIT 1
RENT WELL TENANT EDUCATION PROGRAM
COMMUNITY AGENCY CONTRACT

This RENT WELL TENANT EDUCATION PROGRAM COMMUNITY AGENCY CONTRACT (the "Contract") is by and between [SPECIFY] (the "Lead Agency") and [SPECIFY] (the "Community Agency"). This Contract is effective as of [SPECIFY] (the "Effective Date").

I. DEFINITIONS

For purposes of this Contract, the following words have the meanings set forth next to them:

- a. "**City**" means the City of Portland, acting by and through its Portland Housing Bureau.
- b. "**Certified Instructor**" means Curriculum instructors who have completed the Rent Well Certified Instructor Training, passed the required test and signed a Rent Well Tenant Education Program Certified Instructor Contract.
- c. "**Certified Instructor Training**" means the Rent Well instructor certification training delivered by City with Lead Agencies that an interested party completes to become a Trained Instructor.
- d. "**Community Agency**" means an agency that has signed a Rent Well Tenant Education Program Community Agency Contract with the Lead Agency.
- e. "**Curriculum**" means the Rent Well Tenant Education Program.
- f. "**Curriculum Materials**" means the Rent Well Tenant Education Program Participant Workbook, Instructor Manual, Participant Information Form, Course Evaluation, and other such documents developed as part of the Curriculum.
- g. "**Purpose**" is to provide information and tools to Target Population acquire stable rental housing.
- h. "**Graduate**" means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- i. "**Landlord Guarantee Program**" means program that incents landlords to accept Graduates as tenants.
- j. "**Participant**" means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- k. "**Tenant Training**" means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- l. "**Trained Instructor**" means a person that has participated in and passed the requirements associated with Certified Instructor Training, but does not have a current, signed Rent Well Tenant Education Program Certified Instructor Contract.

- m. **“Target Population”** means those low-income persons who lack information regarding tenant’s rights and responsibilities and who may have rental screening barriers.
- n. **“Territory”** means the region of [SPECIFY].

II. TERM

This Contract will run from the Effective Date until [SPECIFY] (the “Term”). The parties may renew the Contract by signing an extension in writing.

III. REPRESENTATIVES

The following persons are the representatives for the parties. Communications regarding this Contract will be sent to these representatives. The representatives may be updated at any time by one party giving written notice to the other, and such change in representatives will be effective upon the date the change is communicated, unless the notice provides for another effective date.

Lead Agency Representative	Community Agency Representative
Name: [SPECIFY]	Name: [SPECIFY]
Address: [SPECIFY]	Address: [SPECIFY]
Telephone: [SPECIFY]	Telephone: [SPECIFY]
Email: [SPECIFY]	Email: [SPECIFY]
Fax: [SPECIFY]	Fax: [SPECIFY]

IV. RESPONSIBILITIES

- a. INSTRUCTOR CERTIFICATION.
 - i. TRAINING. City will work with Lead Agency to coordinate and deliver Certified Instructor trainings to interested parties.
 - ii. TRAINING FEES. City may charge reasonable fees to interested parties to cover its costs associated with Certified Instructor training or re-certifications.
 - iii. CERTIFIED INSTRUCTOR REQUIREMENT. Community Agency must have one Certified Instructor on its staff or contractually related to teach the Curriculum and only Certified Instructors can teach the Curriculum.
- b. LANDLORD GUARANTEE.
 - i. Lead Agency will clearly communicate with Community Agencies (and Certified Instructors) as to whether the Community Agencies are permitted to access a Landlord Guarantee Program for Lead Agency’s Territory and the requirements for so accessing such a program.

- ii. Community Agency is solely responsible for complying with the requirements associated with accessing the Landlord Guarantee Program, as set forth in Lead Agency's written policy. Should Community Agency fail to comply with such requirements, it may not access the Landlord Guarantee Program. Further, Lead Agency may impose such conditions and/or requirements as it deems necessary for Community Agency to meet before Community Agency may again access such Landlord Guarantee.
 - iii. Lead Agency may modify or terminate the Landlord Guarantee Program at any time by providing Community Agency with prior written notice of the modification or termination of the program.
 - iv. Lead Agency will provide Community Agency with branded marketing flyers for landlords who may accept Rent Well Graduates as tenants and participate in the Landlord Guarantee Program.
- c. MONITORING REQUIREMENTS. Community Agency is responsible for the following:
- i. Ensuring that Certified Instructors confirm Participants have met graduation requirements before Participants are issued a graduation certificate.
 - ii. Ensuring that anyone teaching the Tenant Training on behalf of the Community Agency is a Certified Instructor who holds a valid Rent Well Tenant Education Program Certified Instructor Contract.
 - iii. Ensuring that individuals interested in teaching the Curriculum attend the Certified Instructor Trainings, that such persons pass the Certified Instructor Training test and sign a Rent Well Tenant Education Program Certified Instructor Contract before teaching the Curriculum, and that Certified Instructors meet requirements to remain certified, if they continue to teach.
 - iv. Monitoring delivery of the Curriculum by Certified Instructors at its agency to ensure quality.
 - v. Promptly addressing any quality issues if a Certified Instructor is not delivering the Curriculum in a high-quality, professional manner.
 - vi. Through its Certified Instructors, ensure Participants sign a release of information at the first class to permit Lead Agency to release information to City and State of Oregon Housing and Community Services in the Participant Information Form (which is part of the Curriculum) and allow monitoring by Lead Agency and City.
 - vii. Ensuring that its Certified Instructors comply with all other provisions of the Rent Well Tenant Education Program Certified Instructor Contract ("Certified Instructor Contract").

V. COMMUNITY STANDARDS.

- a. Community Agency must require Instructor to teach the Curriculum using the recommended session length for each section (70 minutes for a single section or 2.5 hours for a two-section session), to deliver all sessions to Participants in order, and to cover all Curriculum content with Participants before Participants are allowed to graduate.
- b. Community Agency must require Instructor to adhere to a instructor-student ratio of no more than 1 Certified Instructor to 12 Participants (or a 2:24 ratio) unless Instructor receives a waiver from Lead Agency. Certified Instructors may use teaching assistants who are not Certified Instructors, but they may not be counted for the purposes of acceptable instructor-student ratio.
- c. Community Agency must require Instructor to honor the following attendance policy:
 - i. If a Participant misses the first class, he/she must be dropped from that Tenant Training series, but may enroll in a future Tenant Training series.
 - ii. If a Participant misses one class (other than first class), he/she may make up that session by reviewing the material with Instructor or with a non-certified staff member at Community Agency. This review session must be documented.
 - iii. If a Participant misses more than 15 minutes of a class time in a single session, the Participant is considered to be absent for that session and must make up the class as described above in V(c)(ii) above.
 - iv. If a Participant is absent as defined in V(c)(ii) and V(c)(iii) above, he/she may not graduate, but Participant may enroll in a future Tenant Training series.
- d. Community Agency must require Instructor to not allow Participants to graduate unless they meet the minimum attendance, homework, and graduation requirements laid out in the My Action Plan in the Instructor Manual.

VI. REPORTING REQUIREMENTS. Lead Agency and Community Agency may establish reporting requirements for Certified Instructors as part of its written policies. Community Agency will ensure its Certified Instructors meet reporting requirements.

VII. NONDISCLOSURE. All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Community Agency (except if disclosure is permitted through a signed information release by Participants). Community Agency will hold such information in confidence, except as required by law, and as needed by to perform reporting obligations associated with this Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or omission by Community Agency; (ii) is subsequently

disclosed to Community Agency on a non-confidential basis by a third party or by Participant without violating any obligation of confidentiality relating to the information disclosed; or (iii) is subsequently developed independently by an employee or agent of the Community Agency who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior consent of the other.

VIII. LICENSING

- a. **OWNERSHIP OF CURRICULUM.** All materials licensed through this Contract, including the Curriculum and the Rent Well Marks, are owned or controlled by City or by the party credited as the provider of a portion of the Curriculum. Community Agency agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum. Without limiting the foregoing, Community Agency specifically acknowledges and agrees that all information licensed pursuant to this Contract is subject to restrictions as described herein. Lead Agency is using the Curriculum and the Rent Well Trademarks under license by City.
- b. **COPYRIGHT.** Subject to the terms set forth in this Contract and for the Term (unless earlier terminated), Lead Agency grants to Community Agency a limited, nonassignable, nontransferable, royalty-free, non-sublicensable and nonexclusive license to reproduce and distribute the Curriculum for the sole purpose of enabling its affiliated Certified Instructor to teach the Curriculum using the Curriculum Materials solely for purposes of reaching the Target Population to further the Purpose in the Territory.
 - i. Community Agency may charge a fee to Participants if necessary to cover costs to deliver the Curriculum, but cannot make a profit. Community Agency will report all fees collected to Lead Agency on an annual basis.
- c. **LIMITATIONS.** Community Agency may not reproduce, sell, share or otherwise distribute the Curriculum if not in strict accordance with this Contract.
- d. **MODIFYING CURRICULUM.** Community Agency may not in any case modify, change or create derivative works of the Curriculum without Lead Agency and City's prior written approval, which may be denied for any reason. Community Agency, with written approval from Lead Agency, may supplement the Curriculum and Curriculum Materials with completely original additional, and not inconsistent, activities and materials. Supplemental materials shall not be incorporated into the Curriculum or Curriculum Materials and shall not use the Rent Well name or logo. However,

Community Agency shall not supplement the Curriculum using materials from any third-party tenant education programs under any circumstances.

- e. **UPDATING THE CURRICULUM.** Community Agency may propose updates to Lead Agency in writing. It is Lead Agency's discretion as to whether Lead Agency will forward the proposed updates to City. Any updates, modifications or changes to the Curriculum will be provided by Lead Agency to Community Agency in writing or electronically.
- f. **USE OF RENT WELL NAME AND LOGO.**
 - i. Subject to the terms set forth in this Contract and for the Term (unless earlier terminated) and subject to Lead Agency holding a valid license from the City, Lead Agency hereby grants a limited, non-exclusive, non-sublicensable, non-transferrable, and royalty-free license to Community Agency to use the Rent Well name and logo (as set forth on Attachment A, collectively, the "Rent Well Marks") when marketing or delivering the Curriculum in the Territory to potential Participants and landlords who may participate in the Landlord Guarantee Program. All usage of the Rent Well Marks, in addition to the requirements contained herein, must be in accordance with the Trademark Style Manual, which may be updated from time-to-time by City.
 - ii. The Rent Well Marks cannot be applied to other rental education programs without written permission from Lead Agency, and Lead Agency is required to obtain permission from City.
 - iii. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
 - iv. Community Agency is strictly prohibited from creating its own landlord marketing materials using the Rent Well Marks, however, it may create marketing flyers to recruit the Target Population.
 - v. Community Agency recognizes the value of the good will associated with the Rent Well Marks and acknowledges that the Rent Well Marks and all rights therein including the good will pertaining thereto, belong exclusively to, and will inure to the benefit of, City.
 - vi. Community Agency will comply with the marking provisions of the trademark laws of the Territory. The following marking must be included on any other materials including the Rent Well Marks as an acceptable form of marking: "Rent Well is a trademark of City of Portland, used under sublicense by [name of Community Agency]."

IX. POLICING

Community Agency agrees to notify Lead Agency promptly of any suspected or known improper or unauthorized use of the Curriculum, Curriculum Materials or

Rent Well Marks by third parties. No action, other than the above notification to Lead Agency, shall be taken by Community Agency for enforcement of the Curriculum, Curriculum Materials or Rent Well Marks. It is the intent of the parties that City be primarily responsible for all infringement enforcement, in City's sole discretion. In the event City pursues litigation or administrative proceedings against any third party for infringement of the Rent Well Marks, Curriculum Materials or the Curriculum, City shall solely control the prosecution of any such litigation or proceeding. In the prosecution of any such litigation or proceeding, Community Agency agrees to execute any and all documents and to do such other acts or things as may be necessary to carry out such prosecution, in the reasonable opinion of City's counsel.

X. POLICY UPDATES

City, through Lead Agency, retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. Lead Agency will provide notice in writing or via email on the Rent Well list serve to Community Agencies and/or Certified Instructors in a timely manner regarding all new and modified policies.

XI. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Community Agency shall fail to fulfill in timely and proper manner its obligations under this Contract, if Community Agency has unacceptably high claim rates against the Landlord Guarantee Program (as defined by Lead Agency or City) or if Community Agency shall violate any of the covenants, agreements, or stipulations of this Contract, City shall have the right to terminate this Contract by giving written notice to Community Agency of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Notwithstanding the above, Community Agency shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract by Community Agency.
- b. **TERMINATION FOR LACK OF CONTRACT.** If Lead Agency does not have a valid, existing Contract with City, then this Contract shall terminate in ten (10) days.
- c. **TERMINATION FOR CONVENIENCE.** City and Community Agency may terminate this Contract at any time by mutual written Contract. In addition, either party may terminate this Contract with ninety (90) days prior written notice to the other, or any reason in its sole discretion.

- d. **EFFECT OF TERMINATION.** If the Contract is terminated, Community Agency and any Certified Instructor on its staff must immediately cease to provide Tenant Trainings and must immediately return all copies of the Curriculum it has in its possession to Lead Agency. In addition, Community Agency must immediately cease using the Rent Well Marks and return or destroy any materials that contain the Rent Well Marks.
- e. **NON-DISCRIMINATION.** During the performance of this Contract, Community Agency agrees as follows:
- i. Community Agency will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - ii. Community Agency will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - iii. Community Agency will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - iv. Community Agency will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - v. Community Agency will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Community Agency will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.
- f. **ACCESS TO RECORDS.** City or Lead Agency, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Community Agency which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records

must be maintained by Community Agency for three years after termination of the Contract.

- g. INDEMNIFICATION. Community Agency shall hold harmless, defend, and indemnify City and Lead Agency, and City and Lead Agency's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Community Agency's work under this Contract.

- h. WORKERS' COMPENSATION INSURANCE.
 - i. Community Agency, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Community Agency further agrees to maintain worker's compensation insurance coverage for the duration of this Contract.
 - ii. In the event Community Agency's worker's compensation insurance coverage is due to expire during the term of this Contract, Community Agency agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Community Agency agrees to provide Lead Agency such further certification of worker's compensation insurance a renewals of said insurance occur. If Community Agency believes itself to be exempt from the worker's compensation insurance coverage requirement of (a) of this subsection, Community Agency agrees to accurately complete City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Contract. In this case, the Questionnaire shall be attached to this Contract and shall be incorporated herein and made a term and part of this Contract. Any misrepresentation of information on the Questionnaire by Community Agency shall constitute a breach of this Contract. In the event of breach pursuant to this subsection, Lead Agency may terminate the Contract immediately and the notice requirement contained in Section (A), TERMINATION FOR CAUSE, hereof shall not apply.

- i. LIABILITY INSURANCE.
 - i. Community Agency shall maintain General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for

Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract, and shall provide that City of Portland, and its agents, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. If Community Agency will be driving or using a vehicle on behalf of Lead Agency, then Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

- ii. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds Lead Agency, City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to Lead Agency. If the insurance is canceled or terminated prior to completion of the Contract, Community Agency shall provide a new policy with the same terms. Community Agency agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Community Agency.
 - iii. Community Agency shall maintain on file with Lead Agency a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of Lead Agency. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by Lead Agency. In lieu of filing the certificate of insurance required herein, Community Agency shall furnish a declaration that Community Agency is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- j. **SUBCONTRACTING AND ASSIGNMENT.** Community Agency shall not subcontract its work under this Contract, in whole or in part, without the written approval of Lead Agency, and Lead Agency is required to obtain permission from City. Community Agency shall require any approved

subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this Contract. Notwithstanding Lead Agency approval of a subcontractor, Community Agency shall remain obligated for full performance hereunder, and Lead Agency shall incur no obligation other than its obligations to Community Agency hereunder. Community Agency agrees that if subcontractors are employed in the performance of this Contract, Community Agency and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Community Agency shall not assign this Contract in whole or in part or any right or obligation hereunder, without prior written approval of Lead Agency. Subcontractors shall be responsible for adhering to all regulations cited within this Contract.

- k. **INDEPENDENT CONTRACTOR STATUS.** Community Agency is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Community Agency and its subcontractors and employees are not employees of Lead Agency or City and are not eligible for any benefits through either Lead Agency or City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- l. **OREGON LAWS AND FORUM.** This Contract shall be construed according to the laws of the State of Oregon. Any litigation between Lead Agency and Community Agency arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- m. **COMPLIANCE WITH LAWS.** In connection with its activities under this Contract, Community Agency shall comply with all applicable federal, state, and local laws and regulations.
- n. **SEVERABILITY.** If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- o. **INTEGRATION.** This Contract contains the entire Contract between Lead Agency and Community Agency and supersedes all prior written or oral discussions or Contracts.
- p. **PROGRAM AND FISCAL MONITORING.** Lead Agency through the Portland Housing Bureau shall monitor on a regular basis to assure Contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both

programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by Lead Agency Representative.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

Lead Agency:

Community Agency:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT 2
RENT WELL TENANT EDUCATION PROGRAM
CERTIFIED INSTRUCTOR CONTRACT

This RENT WELL TENANT EDUCATION PROGRAM CERTIFIED INSTRUCTOR CONTRACT (the “Contract”) is by and between [SPECIFY] (the “Lead Agency”) and [SPECIFY] (the “Instructor”). This Contract is effective as of [SPECIFY] (the “Effective Date”).

I. DEFINITIONS

For purposes of this Contract, the following words have the meanings set forth next to them:

- a. “**City**” means the City of Portland, acting by and through its Portland Housing Bureau.
- b. “**Certified Instructor**” means Curriculum instructors who have completed the Rent Well Certified Instructor Training, passed the required test and signed a Rent Well Tenant Education Program Certified Instructor Contract.
- c. “**Certified Instructor Training**” means the Rent Well instructor certification training delivered by City with Lead Agencies that an interested party completes to become a Trained Instructor.
- d. “**Community Agency**” means an agency that has signed a Rent Well Tenant Education Program Community Agency Contract with the Lead Agency.
- e. “**Curriculum**” means the Rent Well Tenant Education Program.
- f. “**Curriculum Materials**” means the Rent Well Tenant Education Program Participant Workbook, Instructor Manual, Participant Information Form, Course Evaluation, and other such documents developed as part of the Curriculum.
- g. “**Purpose**” is to provide information and tools to Target Population acquire stable rental housing.
- h. “**Graduate**” means a Tenant Training Participant who has met all graduation requirements and received a graduation certificate.
- i. “**Landlord Guarantee Program**” means program that incents landlords to accept Graduates as tenants.
- j. “**Participant**” means persons in the Target Population that attend Curriculum classes delivered by a Certified Instructor.
- k. “**Tenant Training**” means training given to Participants using the Curriculum and Curriculum Materials by a Certified Instructor to further the Purpose.
- l. “**Trained Instructor**” means a person that has participated in and passed the requirements associated with Certified Instructor Training, but does not have a current, signed Rent Well Tenant Education Program Certified Instructor Contract.
- m. “**Target Population**” means those low-income persons who lack information regarding tenant’s rights and responsibilities and who may have rental screening barriers.

n. **“Territory”** means the region of Multnomah County.

II. TERM

This Contract will run from the Effective Date until June 30, 2016 (the “Term”). The parties may renew the Contract if Instructor completes recertification requirements and signs an extension in writing.

III. REPRESENTATIVES

The following persons are the representatives for the parties. Communications regarding this Contract will be sent to these representatives. The representatives may be updated at any time by one party giving written notice to the other, and such change in representatives will be effective upon the date the change is communicated, unless the notice provides for another effective date.

Lead Agency Representative	Instructor
Name:	Name:

IV. RESPONSIBILITIES

a. MAINTAINING CERTIFICATION.

Instructor must teach at least one class per year and must attend at least one recertification session annually (several will be offered each year) in order to maintain certification.

b. LANDLORD GUARANTEE.

- i. Lead Agency will communicate with Instructor as to whether Instructor’s Graduates are permitted to access a Landlord Guarantee Program for Lead Agency’s Territory and the requirements for so accessing such a program.
- ii. Lead Agency may modify or terminate the Landlord Guarantee Program at any time by providing Instructor with prior written notice of the modification or termination of the program.

c. COMMUNICATIONS REQUIREMENTS.

- i. Instructor will use its Lead Agency or Community Agency-assigned email address (unless Certified Instructor is a volunteer and does not have an agency e-mail address) and will sign up for the Rent Well list serve. Instructor will check his or her email on at least a weekly basis.

- ii. Sixty days before a new Tenant Training series with slots open to the public begins, Instructor will provide 211 *info* (to be listed on the Housing Connections website) notice including in who is eligible to take the Tenant Training, the time, date, location, and contacts.
- d. MONITORING REQUIREMENTS. Instructor will cooperate with City, Lead Agency or Community Agency in their attempts to:
 - i. Ensure that Instructor confirms that Participants have met graduation requirements.
 - ii. Monitor delivery of the Curriculum by Instructors to ensure quality.
 - iii. Promptly address any quality issues if the Curriculum is not being delivered in a high-quality, professional manner.
- e. REPORTING REQUIREMENTS. Lead Agency may establish reporting requirements for Instructors as part of its written policies. Instructor will submit Participant Information Forms to Lead Agency within 10 business days after a Participant becomes a Graduate.
- f. Moreover, Instructors must ensure Participants sign a release of information at the first class to permit the Lead Agency to monitor class and release information to City and State of Oregon Housing and Community Services in the Participant Information Forms (which is part of the Curriculum).

V. DELIVERY OF THE CURRICULUM. In addition to the requirements set forth in this Contract, Instructor is responsible for the following:

- a. Instructor cannot charge a fee to Participants to attend the Tenant Training. However, the Community Agency under which Instructor delivers Tenant Training may charge a fee if necessary to cover costs to deliver the class, but cannot make a profit on the provision of the Curriculum to Participants.
- b. Instructor may only disclose Participant information as permitted by the Participant in the signed Participant release.
- c. Instructor cannot deliver the Curriculum independently and must be affiliated with either Lead Agency or one of Lead Agency's Community Agencies.
- d. Lead Agency will collect feedback regarding the Curriculum and Curriculum Materials from Instructor and provide that feedback to City at least once per year.
- e. Instructor will use and follow the Curriculum Materials in each Tenant Training to ensure that learning objectives are adequately covered.
- f. No omissions will be made to the instructional content of Curriculum or the Curriculum Materials.
- g. The Curriculum, Materials in whole or in part, may not be used in the creation of a new course.

- h. Curriculum updates, which may be forwarded electronically, will be promptly inserted into Instructor Manuals or Participant Workbook.
- i. Instructor will permit City, Lead Agency, or his/her Community Agency staff or other representatives to monitor Curriculum delivery in class, and collect feedback from Participants through surveys and any other evaluation methods Lead Agency deems reasonable.
- j. Instructor will ensure Participants complete class evaluation forms at the last class. Instructor will use evaluations to improve class delivery, report Curriculum-based concerns to Lead Agency. In addition, Instructor will provide copies of all evaluation forms to Lead Agency or City upon request.
- k. Instructor will provide Participants with a three-ring binder for their copy of the Participant Workbook and a bi-fold folder with two pockets for their Housing Portfolio items.
- l. Instructor will issue Participants with graduation certificates, upon the Participants meeting the Graduation Standards, as set forth in Section VII(d), below.

VI. NONDISCLOSURE. All information regarding Participants received through the Tenant Training Program shall be treated as confidential by Instructor (except if disclosure is permitted through a signed information release by Participants). Instructor will hold such information in confidence, except as required by law, and as needed by to perform reporting obligations associated with this Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or omission by Instructor; (ii) is subsequently disclosed to Instructor on a non-confidential basis by a third party or by Participant without violating any obligation of confidentiality relating to the information disclosed; or (iii) is subsequently developed independently by an employee or agent of the Instructor who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior consent of the other.

VII. COMMUNITY STANDARDS

- a. Instructor must teach the Curriculum using the recommended session length for each section (70 minutes for a single section or 2.5 hours for a two-section session), deliver all sessions to Participants in order, and cover all Curriculum content to graduate Participants.
- b. Instructor must adhere to a instructor-student ratio of no more than 1 instructor to 12 Participants (or a 2:24 ratio) unless Instructor received a waiver from Lead Agency. Certified Instructors may use teaching assistants who are not Certified Instructors, but they may not be counted for the purposes of acceptable instructor-student ration
- c. Instructor must honor the following attendance policy:

- i. If a Participant misses the first class, he/she must be dropped from that Tenant Training series, but may enroll in a future Tenant Training series.
 - ii. If a Participant misses one class (other than first class), he/she may make up that session by reviewing the material with Instructor or with a non-certified staff member at the Lead or Community Agency. This review session must be documented.
 - iii. If a Participant misses more than 15 minutes of a class time in a single session, the Participant is considered to be absent for that session.
 - iv. If a Participant misses more than one class, he/she may not graduate. If a Participant is absent as defined in V(c)(ii) and V(c)(iii) above, he/she may not graduate, but Participant may enroll in a future Tenant Training series.
- d. Instructor must not allow Participants to graduate unless they meet the minimum attendance, homework, and graduation requirements laid out in the My Action Plan in the Instructor Manual.

VIII. LICENSING

- a. **OWNERSHIP OF CURRICULUM.** All materials licensed through this Contract, including the Curriculum and the Curriculum Materials, are owned or controlled by City or by the party credited as the provider of a portion of the Curriculum. Instructor agrees to abide by all notices of copyright or other intellectual property rights, information, or restrictions contained in any Curriculum. Without limiting the foregoing, Instructor specifically acknowledges and agrees that all information licensed pursuant to this Contract is subject to restrictions as described herein. Lead Agency is using the Curriculum and the Rent Well Trademarks under license.
- b. **COPYRIGHT.** Subject to the terms of this Contract and for the Term (unless earlier terminated), Lead Agency grants to Instructor a limited, non-transferable, royalty-free, non-sublicensable, non-assignable and nonexclusive license to use and teach the Curriculum Materials solely for purposes of teaching Participants in the Territory.
- c. **COPIES OF THE CURRICULUM.** Lead Agency will make the Curriculum available to Instructor in a form deemed appropriate by Lead Agency.
- d. **LIMITATIONS.** Instructors are strictly prohibited from modifying, creating derivatives, selling, sharing or otherwise distributing Curriculum and related materials outside of delivering Tenant Trainings to Participants without the prior written approval of City.

- e. **MODIFYING AND UPDATING THE CURRICULUM.** Instructor may not in any case modify, change or create derivative works of the Curriculum. Instructor may propose updates to Lead Agency in writing. It is in Lead Agency's sole discretion as to whether Lead Agency will forward the proposed updates to City. Any updates, modifications or changes to the Curriculum will be provided by Lead Agency to Instructor in writing or electronically. Instructor, with written approval from Lead Agency, may supplement the Curriculum and Curriculum Materials with completely original additional, and not inconsistent, activities and materials. Supplemental materials shall not be incorporated into the Curriculum or Curriculum Materials and shall not use the Rent Well name or logo. However, Instructor shall not supplement the Curriculum using materials from any third-party tenant education programs under any circumstances.
- f. **ABILITY TO SUBLICENSE.** Instructor is strictly prohibited from sublicensing its rights or responsibilities under this Contract and any license contained herein.
- g. **INFORMATION REGARDING USE OF RENT WELL NAME AND LOGO**
- i. Lead Agency and Community Agency has certain limited rights to use the Rent Well name and logo (as set forth on Attachment A, collectively, the "Rent Well Marks"). This section just provides Instructor with an overview as to Instructor's ability to use the Rent Well Marks when advertising the Curriculum to potential Participants that are part of the Target Population. All usage of the Rent Well Marks, in addition to the requirements contained herein, must be in accordance with the Trademark Style Manual, which may be updated from time-to-time by City.
 - ii. Lead Agency and Community Agency are permitted to use the Rent Well Marks in conjunction with advertising Tenant Trainings. The Rent Well Marks must be printed in black and white/grayscale or the branded teal color, not in other colors.
 - iii. Instructor (through Lead Agency or Community Agency, subject to either agency's permission) is strictly prohibited from creating its own landlord marketing materials using the Rent Well Marks, however, it may create marketing flyers to recruit the Target Population.
 - iv. Instructor recognizes the value of the good will associated with the Rent Well Marks and acknowledges that the Rent Well Marks and all rights therein including the good will pertaining thereto, belong exclusively to, and will inure to the benefit of, City.
 - v. Instructor will comply with the marking provisions of the trademark laws of the Territory.

IX. POLICING

Instructor agrees to notify Lead Agency promptly of any suspected or known improper or unauthorized use of the Curriculum, Curriculum Materials, or Rent Well Marks by third parties. No action, other than the above notification to Lead Agency, shall be taken by Instructor for enforcement of the Curriculum, Curriculum Materials, or Rent Well Marks. It is the intent of the parties that City be primarily responsible for all infringement enforcement, in City's sole discretion. In the event City pursues litigation or administrative proceedings against any third party for infringement of the Rent Well Marks, Curriculum Materials, or the Curriculum, City shall solely control the prosecution of any such litigation or proceeding. In the prosecution of any such litigation or proceeding, Instructor agrees to execute any and all documents and to do such other acts or things as may be necessary to carry out such prosecution, in the reasonable opinion of City's counsel.

X. POLICY UPDATES

City retains the right to create or amend policies associated with the Curriculum and Curriculum delivery to ensure Curriculum quality. City (via Lead Agency) will provide notice in writing or via email on the Rent Well list serve to Certified Instructors in a timely manner regarding all new and modified policies. In addition, Instructor is responsible for checking his or her email for any new or modified policies.

XI. GENERAL CONTRACT PROVISIONS

- a. **TERMINATION FOR CAUSE.** If, through any cause, Instructor shall fail to (i) fulfill in timely and proper manner its obligations under this Contract, (ii) if Instructor violates any of the covenants, agreements, or stipulations of this Contract, (iii) if Instructor has unacceptably high claim rates against the Landlord Guarantee Program or (iv) if Instructor does not teach the Curriculum in a professional, responsible manner in accordance with the Curriculum requirements, Lead Agency shall have the right to terminate this Contract by giving written notice to Instructor of such termination and specifying the effective date thereof at least 5 business days before the effective date of such termination. Notwithstanding the above, Instructor shall not be relieved of liability for damages sustained by virtue of any breach of the Contract by Instructor.
- b. **TERMINATION FOR LACK OF CONTRACT.** If Lead Agency does not have a valid, existing Contract with City, then this Contract shall terminate in ten (10) days.

- c. TERMINATION FOR CONVENIENCE. Instructor and Lead Agency may terminate this Contract at any time by mutual written consent. In addition, either party may terminate this Contract with thirty days prior written notice to the other, or any reason in its sole discretion.
- d. EFFECT OF TERMINATION. If the Contract is terminated, Instructor must immediately cease using the Curriculum, and must return all copies of the Curriculum and any related materials within three (3) days of such termination. Instructor may no longer use the Curriculum or the Rent Well Marks.
- e. NON-DISCRIMINATION. During the performance of this Contract, Instructor agrees as follows:
 - i. Instructor will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
 - ii. Instructor will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
 - iii. Instructor will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).
 - iv. Instructor will comply with the equal employment and non-discrimination requirements of Portland City Code Sections 3.100.005 (City Policies Relating to Equal Employment Opportunity, Affirmative Action and Civil Rights), 3.100.042 (Certification of Contractors), and Chapter 23 – Civil Rights.
 - v. Instructor will comply with the Americans with Disabilities Act (42 USC 12131, 47 USC 155, 201, 218 and 225), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodation, state and local government services and telecommunications. The Act also requires the removal of architectural and communication barriers that are structural in nature in existing facilities. For CDBG and/or HOME funded projects, Instructor will also comply with affirmative marketing policy and outreach to minorities and women and to entities owned by minorities and women per 24 CFR 92.351 and/or 24 CFR 570.601(a)(2), if the funds will be used for housing containing 5 or more assisted units.

- f. ACCESS TO RECORDS. City or Lead Agency, or their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of Instructor which are directly pertinent to this Contract, for the purpose of making audit examination, excerpts, and transcriptions. All required records must be maintained by Instructor for three years after expiration of this Contract.
- g. SUBCONTRACTING AND ASSIGNMENT. Instructor shall not subcontract its work under this Contract, in whole or in part.
- h. INDEPENDENT CONTRACTOR STATUS. Instructor is not an employee of City and is not eligible for any benefits through City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. If Instructor is not an employee of Lead Agency, Instructor is not eligible for any benefits through Lead Agency, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- i. OREGON LAWS AND FORUM. This Contract shall be construed according to the laws of the State of Oregon. Any litigation between Lead Agency and Instructor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- j. SEVERABILITY. If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.
- k. PROGRAM MONITORING. City through the Portland Housing Bureau shall monitor on a regular basis to assure contract compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Contract. The frequency and level of monitoring will be determined by City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized agents effective as of the date and year first above written.

Lead Agency:

Instructor:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
LICENSED RENT WELL TRADEMARKS



November 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Apply to the Oregon Dept. of Human Services, Oregon Money Management Program as the Regional Coordinator for the Four (4) County Metro Aging & Disabilities Resource Connection Consortium

Purpose/Outcomes	Social Services-Money Management Program, in partnership with members of the Metro Aging & Disabilities Resource Connection Consortium (ADRC), to coordinate the of expansion of Money Management program services to seniors and people with disabilities who are at least 60 years of age and have limited incomes and assets who need help managing their finances.
Dollar Amount and Fiscal Impact	This grant would provide an estimated \$60,000 for the expansion of Money Management program services throughout the region.
Funding Source	State of Oregon. No County General Funds are involved
Safety Impact	None
Duration	Effective January 1, 2014 and terminates on June 30, 2014
Previous Board Action	None
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

BACKGROUND:

The Money Management Program (MMP) is a protective service for low income seniors and disabled adults who need help managing their finances. MMP assists seniors and people with disabilities to manage their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. MMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. MMP clients are referred by their case managers to receive money management services.

The four county members of the Metro ADRC Consortium (Clackamas, Columbia, Multnomah and Washington) will work in partnership to expand MMP in the region. Currently, only Clackamas County Social Services has a fully operational Money Management program (MMP). Regional Coordination for the expansion project will be provided by Clackamas County Social Services MMP which will utilize its current organizational payee structure to move the expansion forward. Each local office will designate a point person to coordinate the expansion at the local level.

RECOMMENDATION:

We recommend the approval to apply for this grant and further recommend the acceptance of the award if funded, and that Cindy Becker be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Becker', written over a horizontal line.

Cindy Becker, Director

November 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional, Technical & Personal Service Contract with a Daily Reprieve Center, Inc. dba Iron Tribe Network (formerly Iron Tribe, Inc.) for Peer Services

Purpose/Outcomes	This contractor provides peer support services during the transition period for individuals exiting the corrections system and returning to the Clackamas County community.
Dollar Amount and Fiscal Impact	The total maximum contract value is 192,500.
Funding Source	Oregon Health Authority 2013-2015 Community Mental Health Program (CMHP) Intergovernmental Agreement Funding. No County general funds are involved.
Safety Impact	None
Duration	December 1, 2013-June 30, 2014
Previous Board Action	None.
Contact Person	Jill Archer, Director, Behavioral Health Division (503) 742-5336
Contract No.	6486

BACKGROUND:

The Behavioral Health Division has contracted with Iron Tribe, Inc. since June 2011 for peer services. This contractor was chosen through a competitive bid process.

Services provided through this agreement include supporting individuals working toward addiction recovery and/or mental wellness. Assistance is provided to access services such as 12 step programs, support groups, assistance in problem solving, assistance in navigating systems including child welfare, and all other avenues to support individuals in recovery.

RECOMMENDATION:

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

Respectfully submitted,


Cindy Becker, Director

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 14-012**

Project Name: Recovery & Wellness Addiction Peer Support Services

State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant"

Project Number: 40066 (A&D Block Grant)

This Agreement is between Clackamas County, Oregon, acting by and through its Department of Health, Housing and Human Services Behavioral Health Division and
A Daily Reprieve Center, Inc. dba Iron Tribe Network (SUBRECIPIENT).

Clackamas County Data

Grant Accountant: **Wendy Towler**

Program Manager: **Ally Linfoot**

Clackamas County – Behavioral Health Division/Fiscal
2051 Kaen Road, #367
Oregon City, OR 97045-4035
(503)742-5324
WendyTow@clackamas.us

Clackamas County – Behavioral Health Division/Program
2051 Kaen Road, #367
Oregon City, OR 97045-4035
(503)742-5951
ALinfoot@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Harold R. Cubbedge**

Program Representative: **Harold R. Cubbedge**

A Daily Reprieve Center, Inc. dba Iron Tribe Network
16641 SE 82nd Drive, Suite 202
Clackamas, Oregon 97015
(503)344-6710
contact.irontribe@gmail.com

A Daily Reprieve Center, Inc. dba Iron Tribe Network
16641 SE 82nd Drive, Suite 202
Clackamas, Oregon 97015
(503)344-6710
contact.irontribe@gmail.com

DUNS: 013871141

RECITALS

WHEREAS, Clackamas County (COUNTY), is a political subdivision of the State of Oregon;

WHEREAS, COUNTY holds an Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) with the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium term of 2013-2015;

WHEREAS, ORS 430.610(4) and 430.640(1) authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of community addictions and mental health programs operated or contracted for by one or more counties;

WHEREAS, COUNTY has established and proposes, during the term of the IGA, to operate or contract for the operation of community addictions and mental health programs in accordance with the policies, procedures and administrative rules of OHA;

WHEREAS, COUNTY has requested financial assistance from OHA to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, in connection with COUNTY's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this IGA, to provide financial assistance to COUNTY to operate or contract for the operation of its community addictions and mental health programs;

WHEREAS, various statutes authorize OHA and COUNTY to collaborate and cooperate in providing for basic community addictions and mental health programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this IGA, each CMHP/LMHA shall develop a plan to improve the integration of mental health, chemical dependency and physical/dental health care services with each Coordinated Care Organization (CCO) serving individuals in the CMHP/LMHAs county or counties. The plan shall be submitted as part of the Biennial Implementation Plan, required by ORS 430.630(9)(b), except for Central Oregon counties subject to the Regional Health Improvement Plan (RHIP) as identified in Oregon Laws 2011, SB204, Sections 13 -20. and be limited to providing a brief description of the approach, the basic goals and expected outcomes, and be attached hereto in Exhibit C.

WHEREAS, State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant" is flexible funding for the promotion, prevention, early identification and intervention of conditions that lead to mental health, substance use and addiction disorders with a focus on outcomes and enhanced healthcare experiences for individuals.

WHEREAS, this Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

Contract No.: 6486
Grant Agreement No.: 14-012

- 1. Term and Effective Date.** This Agreement shall be effective as of the **December 1, 2013** and shall expire on **June 30, 2014**, unless sooner terminated or extended pursuant to the terms hereof.
- 2. Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State of Oregon Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) and the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration CFDA No. 93.959 requirements, that are the sources of the grant funding, in addition to compliance with requirements of the Public Health

Service Act, Subpart II and III, Title XIX, Part B, as amended by Public Health Service Act, Public Law 106-310, 42 U.S.C 300x. A copy of the applicable portions of the State of Oregon Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) and the CFDA Program Information Description for 93.959 have been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.

4. **Grant Funds.** The COUNTY's funding for this Agreement is the Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) (CFDA 93.959) issued to the COUNTY by the State of Oregon acting by and through its Oregon Health Authority ("OHA"). The State of Oregon receives Block Grants for Substance Abuse Services (SABG) funds from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration. The maximum, not to exceed, grant amount that the COUNTY will pay is \$192,500.00.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this Agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** The SUBRECIPIENT shall comply with the State of Oregon Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) and the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration CFDA No.93.959 requirements, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 230, Appendix B (OMB Circular A-122) *Cost Principles for Nonprofit Organizations*. These principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
 - c) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.

- d) **Match.** Matching funds are not required for this Agreement.
- e) **Budget.** The SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT PROGRAM BUDGET. The SUBRECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification changes the scope of the original grant application or agreement.
- f) **Payment.** The SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D.
- g) **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- h) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasury regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D Reimbursement Request on a monthly basis.
- i) **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- j) **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>.
- k) **Lobbying.** The SUBRECIPIENT agrees that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR Part 215 (*OMB Circular A-122*), which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- l) **Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised *OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"*. SUBRECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- m) **Monitoring.** The SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form,

to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

- n) **Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- o) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the State of Oregon Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) and the Federal U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration CFDA No.93.959 requirements, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- p) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this Agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

10. Compliance with Applicable Laws

- a) **Public Policy.** The SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 215 as applicable to SUBRECIPIENT. Additional requirements are specified 10 CFR Part 600 Subpart B.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$100,000 must receive prior written approval from County

in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement in excess of \$100,000 should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein
- c) The SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to County.
- d) The SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees

against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
 - 5) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
 - 9) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- c) **Assignment.** This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- d) **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference is incorporated herein.

- **Exhibit A:** Statement of Program Objectives
- **Exhibit B:** Subrecipient Program Budget
- **Exhibit C:** Lobbying and Litigation Certificate
- **Exhibit D:** Required Financial Reporting and Reimbursement Request
- **Exhibit E:** Monthly/Final Performance Report
- **Exhibit F:** Award Special Terms & Conditions
- **Exhibit G:** Catalog of Federal Domestic Assistance (CFDA) Program 93.959 Information
- **Exhibit H:** Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No.141403)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

A DAILY REPRIEVE CENTER, INC. DBA IRON TRIBE NETWORK

By: 
Harold R. Dubbedge, Executive Director

11/5/2013
Date
PO Box 90384
Street Address
Portland, Oregon 97290
City/State/Zip
(503)754-3495 /
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services Department

Date

EXHIBIT A
Statement of Program Objectives

PROJECT NAME: Recovery & Wellness Addiction Peer Support Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) "SAPT Block Grant"	AGREEMENT No.14-012
SUBRECIPIENT: A DAILY REPRIEVE CENTER, INC. DBA IRON TRIBE NETWORK	

Services: Peer Support to Adults with Addiction Exiting Jail/Prison

Background

As part of Clackamas County's Behavioral Health Redesign, which started in 2009, Clackamas County Behavioral Health Division committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addictions services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similarly lived experiences.

The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks and achieve the goals laid out in the plan. Peer services are designed to be flexible and community-based to meet the unique needs of each individual.

Scope of Work

SUBRECIPIENT agrees to perform the following activities under the terms of this agreement.

1. Provide peer supports during the transition period for individuals exiting the corrections system and returning to the Clackamas County community.
2. Provide peer support to individuals working toward addiction recovery and/or mental wellness.
 - a. Assist in accessing 12-step programs, support groups, and other resources available in the community, as requested by the individual.
3. Provide transitional housing for those meeting criteria.
4. Provide workshops, trainings, support groups, and other opportunities for individuals within Clackamas County.
5. Assist and support individuals in problem solving.
6. Assist and support individuals in developing community and peer relationships.
7. Assist in addressing other issues as identified by the individual.
8. Provide in-reach/outreach activities within correctional institutions.
9. Participate in staff meetings.

Standards of Work

1. Provide peer support based on Iron Tribe's Seventh Direction Program as described in proposal.
2. Provide support using a whole health approach not only addressing issues of addiction and mental health, but spiritual and physical health as requested by the individual.
3. Write a brief note per service provided for the individual indicating progress toward goals set by the individual.
4. Work in a collaborative process with the COUNTY and other service providers and agencies to encourage communication and cooperation regarding the individual's success in attaining their life goals.

**EXHIBIT B
 Subrecipient Program Budget**

This Fiscal Year Program Budget (July 1, 2013-June 30, 2014) represents a 12 month period totaling \$330,000.00. This new Subrecipient Grant Agreement is being enacted mid-fiscal year so the total Agreement amount is reduced for the period of December 1, 2013-June 30, 2013 totaling \$192,500.00 (7 months).

Clackamas County Recovery & Wellness Operating Budget 2013-14

Payroll

Peer Support Specialist FTE \$15/hr	2	56,160
Peer Support Supervisor FTE @\$20/hr	1	41,600
Executive Director FTE @ .25	0.25	7,800
Director's Assistant FTE @ .25	0.25	7,800
Accounting	1.00	28,800
Bookkeeping	1.00	18,616
Payroll Expenses @ 15.04%		24,181
Total Annual Estimated Payroll		184,957

Annual Estimated Benefits Package for Initial Staffing

Includes Medical/Dental/Vacation & Sick Leave	5,810	per employee
Total:	31,955	
<u>Incidental cost @ 16% of Annual Budget</u>	45,517	

Initial Staffing

Peer Support Specialists: 3
 Tribal Support Administration: 3 Iron Tribe Administrators

Annual Office Expenses

Monthly Rent @890 per month	10,681
Utility Expenses @ 369 per month	4,428
Total	15,109

Ongoing Training(s) and Expenses 5,000

Annual Estimated Operating Budget

Payroll	184,957
Benefits	31,955
Ongoing Training(s) and Expenses	5,000
Annual Gas/Vehicle Maint @ \$1800/mo	21,600
Annual Office Expenses	15,109
Incidental cost @16% of Annual Budget	45,517
Programming @ 10% of Annual Budget	25,862
ANNUAL OPERATING TOTAL	\$ 330,000

Total Requested Amount: \$ 330,000

EXHIBIT C
Lobbying and Litigation Certificate

Grant Agreement No.: 14-012

Federal Grant: **Department of Health and Human Services, Substance Abuse Block Grants CFDA No. 93.959** through an Intergovernmental Agreement for the Financing of Community Addictions and Mental Health Services (Agreement No.141403) between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and COUNTY for the biennium term of 2013-2015.

Recipient Name: **A DAILY REPRIEVE CENTER, INC. DBA IRON TRIBE NETWORK**

Recipient Address: 16641 SE 82nd Drive, Suite 202
Clackamas, Oregon 97015
Phone: (503)344-6710
E-mail: contact.irontribe@gmail.com

Project Name: **Recovery & Wellness Addiction Peer Support Services**
State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) “SAPT Block Grant”

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Authorized Signer:

Signature

Date

Printed Name / Title: _____

At project completion, complete this form and submit to:

Clackamas County Behavioral Health Division
Attn: Ally Linfoot
2051 Kaen Road, #367
Oregon City, OR. 97045-4035
ALinfoot@clackamas.us

EXHIBIT D
Required Financial Reporting and Reimbursement Request

INVOICING

1. SUBRECIPIENT will submit monthly invoices. Invoices must be submitted with the FEDERAL FUNDING SOURCE Agreement Expenditures Report (see attached). The invoice shall reference Grant Agreement No.14-012 and contract No.6486.
2. Invoices for reimbursement of expenses occurring in a COUNTY fiscal year (July 1 - June 30) must be received no later than the following July 6th.
3. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available, upon request or site visit.
4. Invoices must be sent to:

Clackamas County Behavioral Health Division
Attn: Ally Linfoot
2051 Kaen Road, #367
Oregon City, OR 97045
or by email at ALinfoot@clackamas.us

Invoices are subject to the review and approval of the Project Officer and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

SAMPLE INVOICE TEMPLATE

INVOICE

PROJECT NAME: Recovery & Wellness Addiction Peer Support Services State of Oregon Service Element MHS 37 – Special Projects/Flexible Funding (Fund Source: 0520 SAPT GR Treatment & Prevention Funds, CFDA #93.959) “SAPT Block Grant”	INVOICE DATE: MM/DD/YYYY AGREEMENT NO. 14-012 CONTRACT NO. 6486
NAME/ADDRESS/PHONE NUMBER OF SUBRECIPIENT: A DAILY REPRIEVE CENTER, INC. DBA IRON TRIBE NETWORK Program Manager: Harold R. Cubbedge 16641 SE 82 nd Drive, Suite 202 Clackamas, Oregon 97015 Phone: (503)344-6710 E-mail: contact.irontribe@gmail.com	

To: Clackamas County Behavioral Health Division
 Attn: Ally Linfoot
 2051 Kaen Road, #367
 Oregon City, OR 97045
 or by email at ALinfoot@clackamas.us
 Direct Line: (503)742-5951
 Fax: (503)742-5352

Month Service Provided
<i>Month-Year</i>

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		\$

5. The SUBRECIPIENT must submit a **final** Progress Report no later than July 31, 2014.
6. In addition to the above listed report, the SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. The SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
7. SUBRECIPIENT will submit reports electronically to:

ALinfoot@co.clackamas.or.us

Or by mail to:

Clackamas Behavioral Health Division
Attention: Ally Linfoot
2051 Kaen Road, # 367
Oregon City, OR 97045

EXHIBIT F
AWARD SPECIAL TERMS AND CONDITIONS

A. General Performance Standards

1. SUBRECIPIENT ensures that all staff employed or contracted by SUBRECIPIENT who provide services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. SUBRECIPIENT assures that all of SUBRECIPIENT's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. SUBRECIPIENT shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

B. Staff

SUBRECIPIENT will provide the following for all staff that are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Appropriate education and academic degrees;
- Licenses or certificates, as required;
- Relevant work history or qualifications;

C. Monitoring

COUNTY shall monitor services provided by SUBRECIPIENT and has the right to require SUBRECIPIENT's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. SUBRECIPIENT shall cooperate with COUNTY in such monitoring. COUNTY shall provide SUBRECIPIENT twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by SUBRECIPIENT. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

D. Miscellaneous Federal Provisions

SUBRECIPIENT shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (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 Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

E. Abuse Reporting

SUBRECIPIENT shall comply with all processes and procedures of abuse reporting, investigations, and protective services as described in ORS 430.735 through 430.768, "Abuse Reporting for adults with mental illness or developmental abilities", and OAR 943-045-0250 through 943-045-0370, "Abuse Reporting and Protective Services in Community Programs and Community Facilities".

F. Confidentiality

SUBRECIPIENT agrees that SUBRECIPIENT, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

EXHIBIT G
Catalog of Federal Domestic Assistance (CFDA) Program 93.959 Information
www.cfda.gov

Block Grants for Prevention and Treatment of Substance Abuse

Substance Abuse Block Grant SABG

Number: 93.959

Agency: Department of Health and Human Services

Office: Substance Abuse and Mental Health Services Administration

Authorization (040):

Public Health Service Act, Subpart II and III, Title XIX, Part B, as amended by Public Health Service Act, Public Law 106-310, 42 U.S.C 300x.

Objectives (050):

To provide financial assistance to States and Territories to support projects for the development and implementation of prevention, treatment and rehabilitation activities directed to the diseases of alcohol and drug abuse.

Types of Assistance (060):

Formula Grants

Uses and Use Restrictions (070):

Funds may be used at the discretion of the States to achieve the statutory objectives, including the fulfillment of certain requirements. Not less than 20 percent of the funds shall be spent for programs for individuals who do not require treatment for substance abuse, but to educate and counsel such individuals and to provide for activities to reduce the risk of such abuse by the individuals by developing community-based strategies for prevention of such abuse, including the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products. States shall expend not less than 5 percent of the grant to increase (relative to fiscal year 1994) the availability of treatment services designed for pregnant women and women with dependent children (either by establishing new programs or expanding the capacity of existing programs). In addition, a State that has a rate of acquired immune deficiency syndrome in excess of the rate stipulated at 42 USC 300A-24(b) must expend the portion of its block grant specified by 300A-24(b) for HIV early intervention services as defined by the PHS Act. States must require programs of treatment for intravenous drug abuse to admit individuals into treatment within 14 days after making such a request or 120 days of such a request, if interim services are made available within 48 hours. States will provide, directly or through arrangements with other public or nonprofit entities, tuberculosis services such as counseling, testing, treatment, and early intervention services for substance abusers at risk for the human immunodeficiency virus (HIV) disease. Other statutory requirements also apply. Up to 5 percent of grant funds may be used for administering the grant.

Eligibility Requirements (080)

Applicant Eligibility (081):

State and U.S. Territory Governments; or Tribal Organizations. NOTE: Only the Red Lake Band of Chippewa Indians is eligible for direct award of Block Grants for Prevention and Treatment of Substance Abuse Funds, per the PHS Act.

Beneficiary Eligibility (082):

Recipients of State and U.S. Territory Governments; or Tribal Organizations. NOTE: Only the Red Lake Band of Chippewa Indians is eligible for direct award of Block Grants for Prevention and Treatment of Substance Abuse Funds, per the PHS Act.

Credentials/Documentation (083):

No Credentials or documentation are required. This program is excluded from coverage under OMB Circular No. A-87.

Application and Award Process (090)

Preapplication Coordination (091):

Preapplication coordination is not applicable. Environmental impact information is not required for this program. This program is excluded from coverage under E.O. 12372.

Application Procedures (092):

This program is excluded from coverage under OMB Circular No. A-102. This program is excluded from coverage under OMB Circular No. A-110. Chief Executive Officer of the State, Territory, or Tribal Organization (limited to the Red Lake Band of the Chippewa) must apply annually for an allotment.

Award Procedure (093):

Grant awards are issued directly by the Center for Substance Abuse Treatment, Substance Abuse and Mental Health Services Administration (SAMHSA) to the designated State Agency, Territory, or Tribal organization (limited to the Red Lake Band of the Chippewa).

Deadlines (094):

Nov 30, -0001 The application is due no later than October 1 of the fiscal year for which SABG funding is being requested.

Range of Approval/Disapproval Time (095):

From 30 to 60 days. Synar Report is due by December 31, 2013.

Appeals (096):

Not Applicable.

Renewals (097):

Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):

Statutory Formula: Title XIX , Part B, Subpart II and III, Public Law 106-310.

This program has no matching requirements.

This program has MOE requirements, see funding agency for further details. Under 42 USC 300x-30, States expenditure for authorized activities at a level that is not less than the average level of such expenditures maintained by the State for the 2-year period preceding the fiscal year for which the State is applying for the grant.

Length and Time Phasing of Assistance (102):

Each allotment is available for obligation and expenditure during the fiscal year it was allotted through the end of the subsequent fiscal year for which the State is applying for the grant. Method of awarding/releasing assistance: quarterly.

Post Assistance Requirements (110)

Reports (111):

Synar report is due on December 31. Cash reports are not applicable. Progress reports are not applicable. Federal Financial Report SF-425 is due 90 days after the end of the budget period. Performance monitoring is not applicable.

Audits (112):

In accordance with the provisions of OMB Circular No. A-133 (Revised, June 27, 2003), "Audits of States, Local Governments, and Non-Profit Organizations," nonfederal entities that expend financial assistance of \$500,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133.

Records (113):

Each State must maintain records which are consistent with their State laws and requirements.

Financial Information (120)

Account Identification (121):

75-1364-0-1-551.

Obligations (122):

(Formula Grants) FY 12 \$1,689,876,866; FY 13 est \$1,600,199,867; and FY 14 est \$1,600,199,867

Range and Average of Financial Assistance (123):

\$116,688 to \$153,120,476; \$26,669,998.

Program Accomplishments (130):

Fiscal Year 2012: 60 awards were made. Fiscal Year 2013: 60 awards were made. Fiscal Year 2014: It is estimated that 60 awards will be made.

Regulations, Guidelines, and Literature (140):

45 CFR Part 96

Information Contacts (150)

Regional or Local Office (151) :

None.

Headquarters Office (152):

Virginia Simmons 1 Choke Cherry Road, Rm. 7-1097, Rockville, Maryland 20857 Email:
virginia.simmons@samhsa.hhs.gov Phone: 240-276-1422 Fax: 240-276-1430

Website Address (153):

<http://www.samhsa.gov>

Related Programs (160):

Not Applicable.

Examples of Funded Projects (170):

Not Applicable.

Criteria for Selecting Proposals (180):

Applications must fulfill statutory and Federal regulations and regulatory requirements. For information on statutory and Federal regulations requirements contact John J. Campbell, Division of State and Community Assistance, Center for Substance Abuse Treatment, SAMHSA, 1 Choke Cherry Road, Rm. 5-1069, Rockville, MD 20857. Telephone: (240-) 276-2891.

EXHIBIT H

Intergovernmental Agreement (IGA) for the Financing of Community Addictions and Mental Health Services (Agreement No.141403)

(Attached Separately)



COPY

4

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

November 27, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**CORRECTION TO BOARD ORDER 2004-265 VACATING PORTIONS OF
MANAPE DRIVE, BRIDGE STREET AND MOOWEEN AVENUE**

Purpose/Outcomes	Corrects Board Order 2004-265 to complete the 2004 vacation of a portion of Manape Drive, Bridge Street and Mooween Avenue
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	N/A
Duration	Permanent
Previous Board Action	N/A
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

This correction to Board Order 2004-265 is to complete the 2004 vacation of a portion of Manape Drive, Public Road P7141, situated in Section 9, T. 3 S., R. 7 E., Willamette Meridian, and Plat of Idlewilde Re-Plat and Extension, Plat Number 595, Clackamas County Surveyors Records. Board Order 2004-265 vacated a portion of Manape Drive, and other roads in the plat, however the Board Order appears to have inadvertently omitted a 6.00 foot wide walkway lying between Lot 10 and Lot 11, Block 2, in the above mentioned Idlewilde Plat, thereby leaving a public walkway without any public access. This Correction Order is being presented to the Board to rectify that omission. This 6 foot wide and 100 foot long walkway, is of no benefit to the traveling public, and the vacation thereof is in the public interest.

County Counsel has reviewed and approved this Board Order correction.

Y 200

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Correction to Board Order 2004-265, approving the Vacation of a 6.00 foot wide walkway lying between Lot 10 and Lot 11, Block 2, in the above mentioned Idlewilde Re-Plat and Extension, Plat Number 595.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments please contact Doug Cutshall at 503-742-4669.

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

In the matter of Correcting
Board Order 2004-265, Vacating
a portion of Manape Drive, P7141,
Bridge Street, P7140 and Mooween
Avenue, in the Plat of Idlewilde Re-
Plat and Extension, Plat No. 595
Section 9, T. 3 S., R. 7 E., W. M.,
Clackamas County, Oregon.



Order No.

Page 1 of 2

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that Order Number 2004-265, vacated a portion of Manape Drive and inadvertently omitted a 6 foot wide walkway between Lot 10 and Lot 11, Block 2, which lies easterly of the vacated portion of Manape Drive in the plat of Idlewilde Re-plat and Extension, Plat No.595, Clackamas County Survey Records, creating a land locked piece of public right-of-way. The incorrect description was written as follows:

Manape Drive (Keeonekh Road): That portion of Manape Drive that lies one foot northwesterly of the southerly extension of the east line of Lot 2, Block 2 in the Plat of Idlewilde Re-plat and Extension Plat No.595, Clackamas County Surveyors Plat Records. See Exhibit "A" attached hereto and thereby being a part of this description.

IT FURTHER APPEARING to the Board that the correct description vacating a portion of Manape Drive, and the 6 foot wide walkway between Lot 10 and Lot 11, Block 2, as shown on attached Exhibit "A", is described as follows;

Manape Drive (Keeonekh Road): That portion of Manape Drive that lies one foot northwesterly of the southerly extension of the east line of Lot 2, Block 2, and the 6 foot wide, 100 foot long walkway between Lot 10 and Lot 11, Block 2, in the Plat of Idlewilde Re-plat and Extension, Plat No.595, Clackamas County Surveyors Records. See Exhibit "A" attached hereto and thereby being a part of this description.

The Board has read the Staff Report, and having determined that the adoption of the above corrected description vacating the 6 foot wide walkway is in the public interest and there is no controversy surrounding this vacation; and

IT FURTHER APPEARING that this correction to Board Order 2004-265, will not adversely affect the traveling public; now therefore,

IT IS HEREBY ORDERED that the above corrected description and the attached Exhibit "A" be adopted and,

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

In the matter of Correcting
Board Order 2004-265, Vacating
a portion of Manape Drive, P7141,
Bridge Street, P7140 and Mooween
Avenue, in the Plat of Idlewilde Re-
Plat and Extension, Plat No. 595
Section 9, T. 3 S., R. 7 E., W. M.,
Clackamas County, Oregon



Order No.

Page 2 of 2

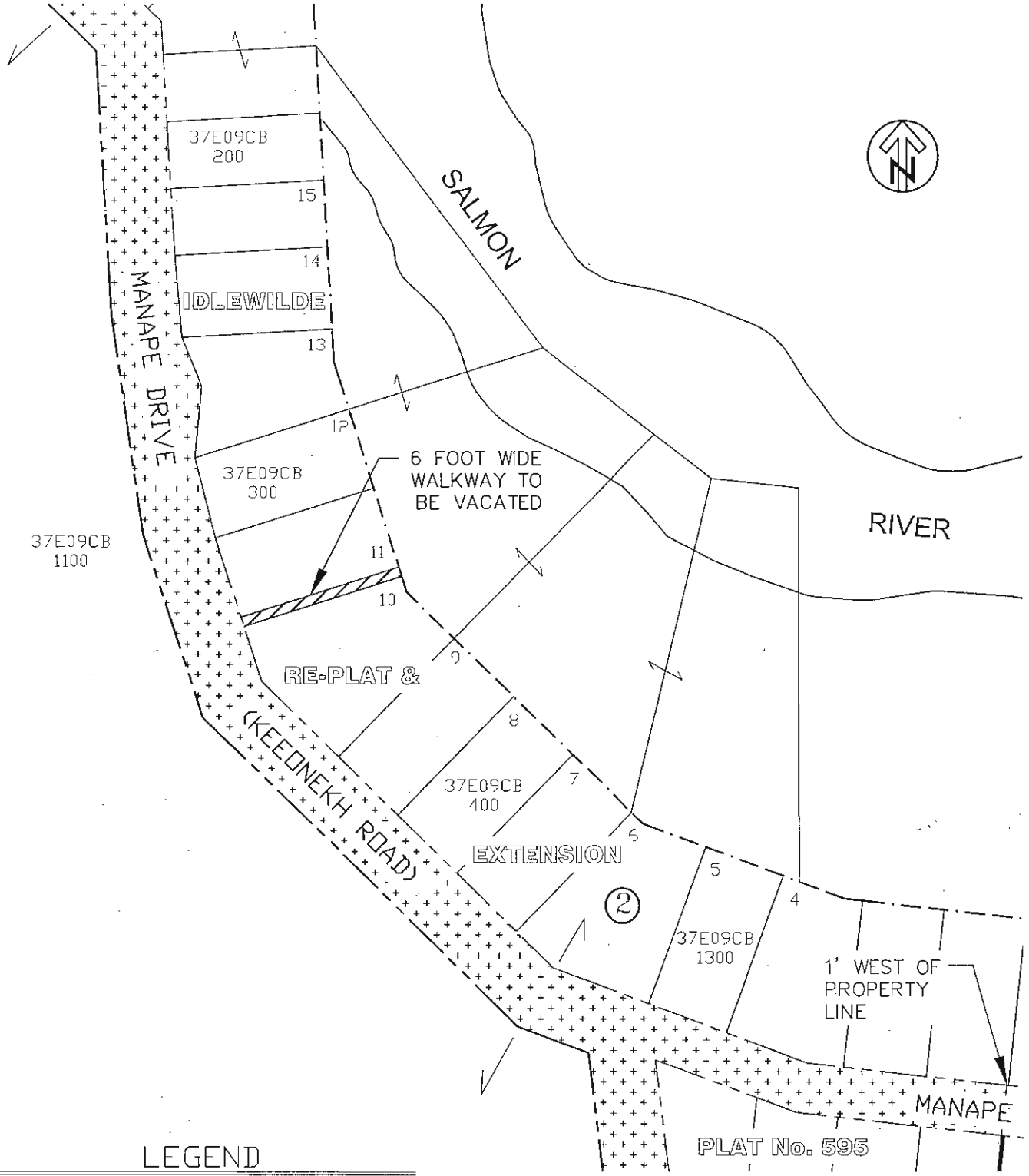
IT IS FURTHER ORDERED that this Order
and supporting documents be recorded free of charge with the Clackamas County Clerk when
presented, with copies sent to the County Assessor, County Surveyor, and County
Finance/Fixed Assets Accounts.

ADOPTED this 27th day of November, 2013


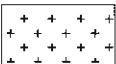
BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



LEGEND

-  OMITTED 6 FOOT WIDE WALKWAY
-  PREVIOUSLY VACATED RIGHT-OF-WAY

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



CUTSHALL 10/23/2013

EXHIBIT "A"

SHEET
1 OF 1



 COPY

Scott Caufield
Building Codes Administrator

BUILDING CODES DIVISION

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

November 27, 2013

5

Board of Commissioners
Clackamas County

Members of the Board:

APPROVING INTERGOVERNMENTAL AGREEMENT WITH
METRO TO IMPLEMENT THE YEAR 24 ANNUAL WASTE
REDUCTION PLAN AND THE RECYCLE AT WORK PROGRAM

Metro has approved the County's Waste Reduction Plan for Year Twenty-four (FY14) as required by the Regional Solid Waste Management Plan (RSWMP). This is a continuing program designed to meet the goals and objectives of the RSWMP. The Board approved the Year 23 IGA on November 21, 2012.

Metro redistributes funds earned from disposal of garbage at Metro's owned and franchised facilities. The regional distribution of funds is calculated based on the population (for the Annual Plan) and the number of employees (for Recycle at Work) in each jurisdiction. Cities within the County are eligible recipients of these funds. In addition to carrying out responsibilities for the unincorporated county, County staff, through a series of agreements, performs the annual responsibilities of the RSWMP as outlined in the Waste Reduction Plan for the Cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated to those jurisdictions by Metro.

The delivery of consistent programs throughout the County ensures the private collectors, crossing into several jurisdictions, can deliver consistent programs increasing the efficiency of service delivery. The citizens benefit because wherever they live or work in the County the information they receive through Citizen News, cable access, cities, events and other outreach sources is applicable.

During the past year staff has been busy assisting the citizens of Clackamas County engage in waste reduction practices at home, work, school and play, allowing us to reach a 59.3% recovery rate up from the 2010 rate of 57.9%. The regional recovery goal is 64%, so work remains to be done.

Highlights from the past year include:

- Producing outreach messaging for delivery to all residents, businesses in the County through Citizens News.

- Meeting with property managers, conducting site evaluations and delivering education materials to 286 multifamily communities.
- Delivering over 1,800 paper collection boxes as requested to large and small businesses.
- Providing personal assistance to over 1,000 small and large businesses.
- Reaching over 5,000 K-12 students through waste audits, presentations and Oregon Green Schools assemblies.
- Enhancing the collection of recyclables at 65 schools in 10 school districts.
- Providing containers for recycling at over 90 events including youth sporting events, community concerts, the County Fair and the Pick-a-Thon.

All of these efforts would be for naught without the work provided by our solid waste collection franchisees. The convenient access of recycling opportunities to citizens allows the materials collected to be returned to the stream of commerce providing economic benefits to manufacturers and environmental benefits for us all. The annual report offers details of the work accomplished using the funds distributed via this IGA.

The County's fund allocation of \$176,406.00 is to be used for maintaining the waste reduction programs currently in place throughout the county and discovering innovative means to increase the opportunities for citizens to participate in these programs. An additional, \$112,208.00 is allocated to partially fund the Recycle at Work Program.

A signed Intergovernmental Agreement (IGA) with Metro is required in order to receive funds. The IGA Scope of Work Exhibit A includes the Annual Waste Reduction Plan, Scope of Work for the Recycle at Work program, and the Year Twenty-Four Plan. Also attached are the agreements with the Cities and the Year Twenty-Three Annual Waste Reduction and Recycle at Work Reports.

The intergovernmental agreement with Metro has been reviewed and approved by County Counsel.

In order to receive the funding, the Board must approve the annual plan and sign the copies of the attached intergovernmental agreement.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners approve the Year Twenty-Four Plan and Recycle at Work Program and sign the Intergovernmental Agreement with Metro to fund the Programs. Please feel free to call me at 503-742-4466 with any questions.

Sincerely,



Rick Winterhalter, Sustainability Analyst, Senior
Office of Sustainability

For information on this issue or copies of attachments please contact Rick Winterhalter at (503) 742-4466



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 932270

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as "County", whose address is 150 Beaver Creek Road, Oregon City, OR 97045.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the Fiscal Year 2013-14 Metro and Local Government Annual Waste Reduction Plan and the Recycle at Work Program.

2. Term. This Agreement shall be effective July 1, 2013, and shall remain in effect through June 30, 2014 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.

3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A, B and C).

4. Payment for Services. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of ONE HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED SIX AND NO/100THS DOLLARS (\$176,406.00) and for Recycle at Work services performed and materials delivered in the maximum sum of ONE HUNDRED TWELVE THOUSAND TWO HUNDRED EIGHT AND NO/100THS DOLLARS (\$112,208.00) in the manner and at the time designated in the Scope of Work.

5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body

Intergovernmental Agreement

liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement.

Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, Metro shall indemnify, defend, and hold County and County's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, Metro's performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

For County:

Rick Winterhalter
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:

Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For County:

Rick Winterhalter
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:

Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232

County may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 932270

THIS AGREEMENT, entered into and under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and CLACKAMAS COUNTY, hereinafter referred to as "County", whose address is 150 Beaver Creek Road, Oregon City, OR 97045.

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2. Term. This Agreement shall be effective July 1, 2013, and shall remain in effect through June 30, 2014 unless earlier terminated in conformance with this Agreement. Costs for this project may be incurred from date of last contract signature.

3. Services Provided and Deliverables. County and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A, B and C).

4. Payment for Services. Metro shall pay County for Annual Waste Reduction services performed and materials delivered in the maximum sum of ONE HUNDRED SEVENTY-SIX THOUSAND FOUR HUNDRED SIX AND NO/100THS DOLLARS (\$176,406.00) and for Recycle at Work services performed and materials delivered in the maximum sum of ONE HUNDRED TWELVE THOUSAND TWO HUNDRED EIGHT AND NO/100THS DOLLARS (\$112,208.00) in the manner and at the time designated in the Scope of Work.

5. Insurance. County agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

liability as specified in ORS 30.272. County also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, County shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, County's performance under this Agreement.

Subject to the provisions of the Oregon Constitution and Oregon Tort Claims Act, Metro shall indemnify, defend, and hold County and County's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney fees, arising out of or in any way connected with, Metro's performance under this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period. Termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279A, B & C and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

For County:

Rick Winterhalter
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:

Office of Metro Attorney
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project

Managers:

For County:

Rick Winterhalter
Clackamas County
150 Beaver Creek Road
Oregon City, OR 97045

For Metro:

Jennifer Erickson
Metro
600 NE Grand Ave.
Portland, OR 97232

County may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Manager by written notice to County.

10. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

11. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

12. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CLACKAMAS COUNTY

METRO

By: _____

By: _____

Print name and title

Print name and title

Date

Date



600 NE Grand Ave.
Portland, OR 97232-2738
(503) 797-1700

Intergovernmental Agreement

Metro Contract No. 932270

Attachment A

SCOPE OF WORK: Annual Waste Reduction Plan

- I. Task: Funding for Fiscal Year 2013-14 of the Metro and Local Government Annual Waste Reduction Plan.
- a) Term: July 1, 2013 to June 30, 2014
 - b) County's responsibilities. County shall:
 1. Provide to Metro a copy of County's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
 2. Provide to Metro a copy of the Intergovernmental Agreement with authorizing County to act on Cities' behalf in developing and implementing a joint annual waste reduction program.
 3. Ensure that by June 30, 2014, the activities specified in Attachment A and Attachment C have been completed.
 4. On or before August 1, 2014, submit the following:
 - A) A completed reporting worksheet.
 - B) Demonstrated compliance with OAR 340-090-0040 and the Regional Solid Waste Management Plan.
 - c) Metro Responsibilities. Metro shall:
 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
 2. Provide assistance to County on promotional and educational activities.
 3. Monitor the general project progress and review as necessary, County's accounting records relating to project expenditures.
 - d) Budget and Terms of Payment:
 1. Upon completion of section (b)(1) and (b)(2) of this Scope of Work, Metro shall pay County ONE HUNDRED SEVENTY-SIX THOUSAND, FOUR HUNDRED SIX AND NO/100THS DOLLARS (\$176,406.00) in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement

June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.

2. County shall provide services described in Attachment C in exchange for the following funding allocations:

	<u>Funding allocation</u>
Barlow	\$62
Canby	\$7,310
Damascus	\$4,877
Estacada	\$1,313
Gladstone	\$5,296
Happy Valley	\$6,895
Johnson City	\$260
Lake Oswego	\$16,942
Milwaukie	\$9,415
Molalla	\$3,737
Oregon City	\$14,974
Rivergrove	\$194
Sandy	\$4,552
West Linn	\$11,689
Wilsonville	\$9,452
<u>Unincorporated Clackamas County</u>	<u>\$79,438</u>
TOTAL	\$176,406

3. County and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan is a multi-year program and that future rounds of funding will depend in part on County's performance in implementing program activities during the term of this contract.



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement
Scope of Work – Exhibit A

Attachment B

SCOPE OF WORK: Recycle at Work Program

- I. Task: Funding the Recycle at Work Program.
 - a) Term: July 1, 2013 to June 30, 2014
 - b) County's responsibilities. County shall:
 1. Hire individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide waste evaluations (outlined in number 2 below), technical assistance and business recycling requirement compliance services to businesses.
 2. Provide technical assistance to businesses by conducting a baseline evaluation of the 14 key practices, getting written agreement to work with staff on recommend practices and conduct a follow-up evaluation within 6 months of conducting the baseline evaluation.
 3. Share responsibility with Metro for the development of work plan and completion of tasks to fulfill the purposes of Business Recovery Work Group (BRWG).
 4. Develop an Outreach Plan that identifies the County's strategy for targeting and recruiting businesses for Recycle at Work assistance. The plan must also include the following three strategies: 1.) a focus on assisting the County's government facilities and ensuring that each facility is in compliance with Business Recycling Requirements; 2.) a focus on new businesses to the program and medium-sized businesses (20-250 employees); and 3.) how the County plans to move more light-touch businesses to in-depth businesses as defined by the new targets and measurements. In addition, the plan should take into account the County's participation in regional annual outreach campaigns. Other elements of the Outreach Plan should include businesses or institutions that are targeted and desired outcomes as well as any underserved or underrepresented businesses targeted.
 5. On or before August 1, 2014, submit a completed Outreach Plan reporting worksheet.
 6. Make available resources to businesses as identified by the BRWG and appropriate for the County.
 7. Collect data for each business that summarizes key contact information and the actions taken with the 14 key practices and business recycling requirement compliance. Enter all data in the Recycle at Work Information System developed by Metro and the BRWG.
 8. Prepare an annual progress report on the accomplishments of the Recycle at Work Program that will include the following:



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement
Scope of Work – Exhibit A

Successes and Challenges

Provide narrative on successes and challenges achieving these outcomes.

Administrative Information—Expenditures and Staffing

Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

Activity Measures

Numbers of Businesses Assisted

Provide the number and percentage of in-depth and light-touch businesses assisted in the current program year (July 1 through June 30).

In-depth Businesses	businesses	%	
Light-touch Businesses	businesses	%	
Total	businesses	100%	

Note: when comparing number of in-depth businesses assisted, differences in jurisdictions such as staffing levels, average business size, industry sectors, geographic distribution, employee and manager receptiveness to changing practices, and other factors should be considered.

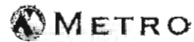
Provide the numbers of in-depth businesses assisted in each of the size and sector categories for the current program year (July 1 through June 30).

Fewer than 20 employees	businesses	businesses
20 to 99 employees	businesses	businesses
100 to 250 employees	businesses	businesses
More than 250 employees	businesses	businesses

Time Spent Assisting Businesses

Provide the percentage of time spent assisting in-depth businesses compared to the time spent assisting light-touch businesses in the current program year (July 1 through June 30).

In-depth Businesses	hours	%	
Light-touch Businesses	hours	%	
Total	hours	100%	



800 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1700

Intergovernmental Agreement Scope of Work – Exhibit A

Provide the percentage of time spent on each of the four major task types in the current program year (July 1 through June 30).

Task Type	hours	%
On-site Assistance		
Off-site Assistance		
Outreach and Marketing		
Program Administration		
Total		100%

Initial Follow-up Evaluation Status of In-Depth Businesses

Provide the share of in-depth businesses assisted in each of the following categories:

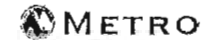
Category	businesses	%
Received a follow-up evaluation conducted by a RAW specialist		
Refused attempts to conduct a follow-up evaluation		
Did not received a follow-up evaluation or attempts by RAW specialists		
Total number that became in-depth more than 6 months ago		100%

Number of resources delivered (by type)

Provide the number of resources delivered by type during the current program year (July 1 through June 30).

Compliance Actions Taken

Provide the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30).



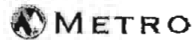
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Portland, OR 97232-2738
(503) 797-1700

Intergovernmental Agreement Scope of Work – Exhibit A

Outcome Measures

Current Outcome Calculation Period (*Business count = the denominator in each calculation)

Measure	%	%	%	%
Waste Prevention				
Business uses paper on both sides	%	%	%	%
Business uses centralized printers	%	%	%	%
Business uses electronic solutions to prevent accidental printing	%	%	%	%
Business uses electronic solutions to reduce paper use	%	%	%	%
Food-service business donates edible food	%	%	%	%
Recycling				
Business recycles paper and containers	%	%	%	%
Business composts food scraps and landscaping trimmings	%	%	%	%
Green Purchasing				
Business's copier/printer paper contains at least 30% post-consumer recycled content	%	%	%	%
Business (or its janitorial service) uses third-party certified green cleaners	%	%	%	%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person	%	%	%	%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person	%	%	%	%
Disposal of Toxics				
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste	%	%	%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions	%	%	%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps	%	%	%	%

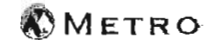


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Intergovernmental Agreement
Scope of Work – Exhibit A

Program-to-Date (* Business count = the denominator in each calculation)

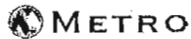
Waste Prevention				
Business uses paper on both sides	%	%	%	%
Business uses centralized printers	%	%	%	%
Business uses electronic solutions to prevent accidental printing.	%	%	%	%
Business uses electronic solutions to reduce paper use.	%	%	%	%
Food-service business donates edible food.	%	%	%	%
Recycling				
Business recycles paper and containers.	%	%	%	%
Business composts food scraps and landscaping trimmings.	%	%	%	%
Green Purchasing				
Business's copier/printer paper contains at least 30% post-consumer recycled content.	%	%	%	%
Business (or its janitorial service) uses third-party certified green cleaners.	%	%	%	%
Business has an institutionalized approach for purchasing recycled-content products that is supported by management or the appropriate person.	%	%	%	%
Business has an institutionalized approach for using certified green cleaners that is supported by management or the appropriate person.	%	%	%	%
Disposal of Toxics				
Business has a plan, policy, or current practices supported by management or the appropriate person to properly dispose of hazardous waste.	%	%	%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly reuse, recycle, or dispose of computers, monitors, and televisions.	%	%	%	%
Business has a plan, policy, or current practices supported by management or the appropriate person to properly recycle or dispose of fluorescent lamps.	%	%	%	%



600 NE Grand Ave.
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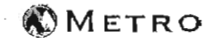
Intergovernmental Agreement
Scope of Work – Exhibit A

9. Establish a compliance program for Business Recycling Requirements consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.
 10. All Recycle at Work funded staff are required to participate in quarterly Specialist Roundtables and any training identified by BRWG.
 11. Track the use of any tools that have been developed by Metro with the guidance of BRWG.
- c) Metro Responsibilities. Metro shall:
1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
 2. Provide assistance to County on promotional and educational activities.
 3. Monitor the general project progress and review as necessary, County's accounting records relating to project expenditures.
 4. Convene the BRWG.
 5. Share responsibility with the County for the development of work plan and completion of tasks to fulfill the purposes of BRWG.
 6. Notify the County of outreach campaigns and any other business recruitment scheduled for the term of the IGA. BRWG members will review and advise on all outreach campaigns and recruitment to the business sector. In conjunction with the BRWG, develop and provide to the County an overview of the outreach that will occur. This overview will include draft guidelines and protocols for the County to respond to requests by businesses and to provide assistance. The overview should also include a timeline for the campaigns and recruitment and a process for notifying the County of press releases.
 7. Monitor, in conjunction with the BRWG, the list of 14 key practices that shall be addressed by the County in its on-site visits to businesses and is incorporated into the Recycle at Work information system.
 8. Develop and maintain, in conjunction with the BRWG and recycling specialists, the resources, such as desk-side paper collection containers that shall be provided to businesses, and the training that will be given to recycling specialists.
 9. Provide the County with guidelines and protocols on the Recycle at Work information system, on-going support and updates.
 10. Provide the County with standardized reporting forms for annual progress reports. The report forms will be used to record quantitative data generated from the information system and anecdotal information.
 11. Coordinate and convene quarterly roundtables and periodic trainings for recycling specialists as determined by the BRWG.
 12. Develop and review the program goals and budget in conjunction with the BRWG.
 13. Conduct an evaluation of the Recycle at Work Program as needed, which may include on-site visits to regional businesses by Metro staff or independent third-party contractors.



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Intergovernmental Agreement
Scope of Work – Exhibit A



600 NE Grand Ave.
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Intergovernmental Agreement
Scope of Work – Exhibit A

d) Budget and Terms of Payment:

1. Upon completion of section (b)(4) of this Scope of Work, Metro shall pay County ONE HUNDRED TWELVE THOUSAND, TWO HUNDRED EIGHT AND NO/100THS DOLLARS (\$112,208.00) in one lump sum. County's billing invoices shall include the Metro contract number, County name, remittance address, invoice date, invoice number, and invoice amount. County's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccounts payable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. County's billing invoices for goods and services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of County invoice.
2. County shall provide services described in section (b) in exchange for the following funding allocations:

Funding allocation

Barlow	\$16
Canby	\$4,143
Damascus	*
Estacada	*
Gladstone	\$1,954
Happy Valley	\$1,644
Johnson City	\$6
Lake Oswego	\$14,423
Milwaukie	\$9,847
Molalla	\$1,591
Oregon City	\$11,245
Rivergrove	\$4
Sandy	\$2,331
West Linn	\$3,425
Wilsonville	\$14,909
<u>Unincorporated Clackamas Co.</u>	<u>\$46,670</u>

TOTAL \$112,208

*Funding withheld due to non-compliance with the Business Recycling Requirement

Attachment C

FISCAL YEAR 2013-14
LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN

Jurisdiction: Clackamas County

Contact: Rick Winterhalter

I. Program Overview Narrative

Provide a narrative overview of programs, services and focus areas for FY 2013-14 and describe your jurisdiction's waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are required as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard by completing the Level and Frequency of Service table for your jurisdiction and stating whether or not your jurisdiction has submitted a Compliance Certification form to Metro. Cooperatives should report on behalf of member jurisdictions.
- b) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
- c) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- d) Participate in at least one regional waste reduction planning group.
- e) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).
- f) Recycle at Work program goals (including compliance with the Business Recycling Requirement). See Section II. A., Elements 1.-11., for the items that must be addressed in the narrative. *Please include this narrative section with the Recycle at Work table at the end of this document.*

Clackamas County provides waste reduction and recycling programs for the unincorporated areas of the County, and by agreement, for the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The same services are provided informally to the cities of Rivergrove and Johnson City. All comply with the Regional Service Standard.

Waste reduction and recycling programs reach citizens in their homes, multifamily communities, businesses, government agencies, schools and other organizations. These programs will continue to focus on providing quality recycling education, while emphasizing an increased focus on waste prevention education.



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Intergovernmental Agreement
Scope of Work – Exhibit A

2. Budget Information

- a) Provide overall solid waste and recycling budget.
The FY 2013-14 Metro allocation to the County of Clackamas and the partnering cities equals \$176,406 to supplement the waste reduction planning and program management necessary to meet the goals and objectives of this plan. An additional \$112,208 is provided to aid in the support of the Recycle at Work program. The total amount of foundation funding is \$288,614. This represents approximately twelve percent (12%) of the overall County's solid waste and recycling revenues.
- b) Provide overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds. List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).
- Budget and funding sources
 - Staff (name, title, FTE, funding source, changes over previous FY)

The County does not maintain a separate budget for incidental expenses associated with the Recycle at Work program. Only the labor portion is shown below as that is the purpose of the funds. The table lists all personnel in the Division contributing to Recycle At Work and the Business Recycling Requirement. About forty percent (40%) of the salary and benefits will be covered by Metro funds.

Program Staff	Title	RAW FTE	Salary & Benefits	Funding Source
Rick Winterhalter	Project Manager	0.10	\$13,826	County
Sherri Dow	Sustainability Analyst	0.10	\$12,734	County
Susan Terry	Sustainability Analyst	0.22	\$27,785	County
Rosalynn Greene	Sustainability Analyst	0.44	\$56,167	County
Shannon Martin	Sustainability Analyst	0.73	\$92,758	RAW/ County
Ginny Haines	Temporary part-time	0.48	\$29,930	Recycle At Work
Julane Potter	Temporary part-time	0.48	\$29,930	Recycle At Work
Laurel Bates	Temporary part-time	0.25	\$14,476	RAW/ County
Total		2.8	\$277,606	

3. Annual Work Plan Task Tables

Complete the Recycle at Work outreach plan and narrative. Complete the Maintenance & Expansion of Existing Tasks tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Add rows as needed. Complete the Regional Service Standard table for your jurisdiction or cooperative members.



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Intergovernmental Agreement
Scope of Work – Exhibit A

Recycle at Work

Complete the following table and narrative section listing specific efforts planned for completion during this fiscal year. The Recycle at Work Plan must include all elements described in Section II. A. (see page I. of this document). Element #4 from Section II. A. should be addressed in the table below, and all others in a narrative to accompany this table.

Status Key:
Ongoing (O)
Revised (R)
New (N)
Complete (C)

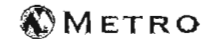
Annual Outreach Plan	
Target audience, goals, and outreach strategy	Status
Government Facilities (required) Goals: Clackamas County, our cities and local school districts will continue to be strong leaders and noteworthy examples when it comes to modeling sustainable business operations, especially in the area of recycling and waste prevention.	
Outreach Strategy: Clackamas County <ul style="list-style-type: none"> Continue educating employees about the recycling program through staff presentations, emails, intranet promotion and static displays. Continue to work with Facilities Management to maximize waste reduction opportunities in county operations. Sustainability staff will continue to facilitate the Employee Sustainability Trainings. New county employees are required to attend this training. Continue to lead the Sustainability Team (S-Team), Clackamas County's green team, which is intended to have representation from each department. Provide Paper Reduction Assessments for interested departments and help them implement follow-up recommendations. 	O R O N
Schools and other local governments <ul style="list-style-type: none"> Conduct outreach to schools and district offices to ensure they are in compliance with the Business Recycling Requirement. Continue to offer assistance to city partners. Continue to work with state and federal offices upon request. 	O O O



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Scope of Work – Exhibit A

New and Medium-Sized Businesses (required)	
Goals: Establish and/or grow our working relationships with new and medium size businesses.	
Outreach Strategy:	
<ul style="list-style-type: none"> Participate in regional, Metro-convened planning meetings for the annual outreach campaign. Participate in regional, Metro-convened planning meetings focused on coordinated outreach efforts to multi-jurisdictional businesses. Recruit businesses through our local chambers of commerce. Identify new businesses by partnering with our local city departments tasked with licensing. See "Moving More Businesses to In-Depth Status" 	<p style="text-align: center;">O</p> <p style="text-align: center;">O</p> <p style="text-align: center;">O</p> <p style="text-align: center;">O</p> <p style="text-align: center;">O</p>
Moving More Businesses to In-Depth Status (required)	
Goals: Engage businesses in In-Depth assistance using targeted program offers.	
Outreach Strategy:	
<ul style="list-style-type: none"> Clackamas County's Office of Sustainability, in partnership with Metro South Transfer Station, will implement a pilot voucher program to collect fluorescent bulbs from small and medium size business in Oregon City and West Linn. Recycle at Work Specialists will promote the Commercial Waste Lamp Collection Pilot using giveaways and education as a way to incentivize business to become an In-Depth business, fill out the CEG application and drive the bulbs to Metro South. The primary goal of the Commercial Waste Lamp Collection Pilot is to increase recovery of fluorescent bulbs from businesses including schools and multifamily communities. We will use BRAG, our recognition program, to engage business in a in-depth service offer. Staff will continue to work with PGA, Economic Development and city staff to identify new, exciting ways to promote qualifying business. The BRAG application has already been tailored to match RAW's 14 key practices. The City of Sandy recently passed Business Recycling Requirements. After July 1 we will replicate the notification process we followed for other areas of the county. The only difference is along with the notice we will include an offer for an in-depth "Waste Review" using the promotional materials from YR 22's outreach campaign. Building on the momentum from YR 23's Resourceful Use workshop hosted in Clackamas County, we will continue to promote waste exchanges with industrial customers. Staff will use the program as a tool for scheduling in-depth evaluations with this sector. Through our partnership with the North Clackamas Social Needs Roundtable, including the North Clackamas School District, we will help support and build the food donation infrastructure in that area of the county. As part of this effort, we will facilitate relationships between food generating businesses and local food pantries aligning with #7 of Recycle at Work's 14 key practices. 	<p style="text-align: center;">N</p> <p style="text-align: center;">O</p> <p style="text-align: center;">N</p> <p style="text-align: center;">O</p>



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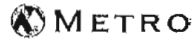
Intergovernmental Agreement
Scope of Work – Exhibit A

Target Businesses that are Underserved or Underrepresented	
Goals:	
Outreach Strategy: Monitor the results of Metro's Demographics Project and engage in regional conversations linked to the outcomes and findings.	N
Target Business Sectors, Institutions or Materials (such as organics)	
Goals: In areas where commercial compost service is available, continue to encourage food generators to participate in the We Compost program. Maintain existing relationships with our current customers to ensure the material leaving their business is clean and marketable.	
Outreach Strategy:	
<ul style="list-style-type: none"> Continue to recruit We Compost participants in Lake Oswego, West Linn and Canby. Follow-up with current participants to ensure their material is clean and marketable. County staff will continue to develop educational tools and resources to help educate food generators about the program. New customers will be offered slim jims and brute containers to assist with internal collection along with signage and educational materials. Staff will continue to participate in regional conversations about compostable service ware. Until there is regional consensus, The Clackamas County We Compost Program <u>will not</u> include an approved list of products with our educational packet. 	<p style="text-align: center;">O</p> <p style="text-align: center;">O</p> <p style="text-align: center;">O</p> <p style="text-align: center;">O</p>

Recycle at Work Narrative:

(Address elements A.1.-3., and A.5.-11. from Section II. on page 1.)

The only element of our Recycle at Work portion of the Annual Plan not listed in the table above is our ongoing participation in the rebuild of the RAWIS database. We will continue to have representation at regional meetings and discussions.



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Scope of Work – Exhibit A

Maintenance & Expansion of Existing Programs

Status Key:
O = Ongoing (minor administrative updates and changes only).
R = Revised (major program policy or implementation adjustments).
N = New (brand new program, or substantially revised or reconstituted).

Single-family Residential (Include home composting programs)	
Waste Prevention Activities	Status
Catalog Choice – Continue to encourage residents to use this tool as a way to reduce unwanted mail, phone books and catalogs. Outreach will be accomplished in a variety of ways including newsletters, at community events and online.	O
Home Composting – Continue to encourage resident to compost at home. Focus on how easy it is to compost food scraps and yard debris. Outreach will be accomplished with a variety of methods including displays and demonstrations at community events.	O
Food – Provide residents with EPA's Food Too Good to Waste tools such as the fruit and vegetable food storage guide and the shopping with meals in mind list to help reduce wasted food. Outreach will be accomplished in a variety of ways including newsletters, personal contact at community events and through our website.	N
Alternatives to Disposables – Continue to encourage residents, businesses, and agencies planning events to use durables and to select products with the least packaging or recyclable packaging. These activities are routinely suggested to people who want to take further action when they find out a material is not recyclable, such as callers with recycling questions. This message is a regular feature in our newsletters and online.	O
Regional Master Recycler Program – Continue to provide support including hosting one course per fiscal year, providing staff presentations at course sessions and contributing \$5,000. Continue to provide Master Recycler volunteers with materials for tabling at community events and assisting them with their projects in the County. <i>This also applies to Recycling Activity section.</i>	O
Reuse – Continue to encourage residents to donate useable furniture, clothing and other household items in good condition to appropriate reuse stores or programs. Promote reuse businesses, Habitat ReStores, the ReBuilding Center, thrift stores, Free Geek, etc. as viable alternatives to purchasing new materials.	O

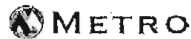


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Intergovernmental Agreement
Scope of Work – Exhibit A

Recycling Activities	Status
Required: Curbside recycling outreach activity for an existing program: Create a billing insert focusing on placing only the correct materials in the cart for recycling, how to prepare them and why this activity is critical to maximizing material recovery. Partner with selected garbage companies to include this insert in their billing. Further, we will actively participate in any regional efforts or campaigns to reduce contaminants in curbside recycling.	N
Curbside recycling – Continue to encourage residents to recycle the correct materials and not include materials on the NO list. Photos and clear explanations of why materials are accepted or not and the benefits of recycling will be included. This outreach will be accomplished in a variety of ways including with flyers, in newsletters, at community events and online.	O
Plastics recycling – Continue to provide explanations to residents about why this recyclability is not necessarily related to the numbers on these items. This outreach will be accomplished in a variety of ways including on flyers, in newsletters, at community events and online.	O
Recycling at drop-off depots – Continue to encourage residents to redeem deposit containers, recycle non-curbside materials and promote these locations to residents who have chosen not to have service at home. This outreach will be accomplished in a variety of ways including in newsletters, at community events and online.	O
Recycling of deposit containers – Continue promoting beverage container redemption which may include supporting ad campaigns developed by the OBRC by utilizing their collateral materials in traditional outreach media. Provide explanations about material quality and why this is a better choice than curbside for these materials.	O

Multi-family Residential	
Waste Prevention Activities	Status
Promote Catalog Choice as way for residents to help stop the waste of unwanted catalogs, phone books and mail. There will be a link on our website and Catalog Choice postcards will be provided to property managers for distribution to residents. It will be promoted at presentations and events at multifamily communities as well.	O
Continue to offer "Move Out" guides for tenants as it provides suggestions about where to take reusable items such as furniture and clothing.	O
Distribute tenant bags and as a condition for receiving this resource, require property managers to promote one or more waste reduction activities with their tenants. An example would be posting a board in a public area where tenants can promote materials they want to exchange, give away or sell.	N
Recycling Activities	Status
Provide personal assistance to multifamily sites upon request or referred by the franchised collection company and city partners.	O
Provide recycling decals. Work with franchised collection companies to re-label containers as we work with their customers.	O
Participate in regional Multifamily outreach discussions as needed through the Local Government Regional Coordinator's workgroup.	O



Intergovernmental Agreement
Scope of Work – Exhibit A

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Construction & Demolition	
Waste Prevention Activities	Status
Through traditional outreach methods continually promote the reuse of building materials and the locations to purchase them such as the MetroPaint Store, The Rebuilding Center and the Habitat ReStores, and Boneyard.org.	O
Continue to participate in the C&D Local Government work group.	O
Recycling Activities	Status
Continue to promote Metro's Construction and Demolition Find a Recycler website and Salvage and Recycling Toolkit in our permit lobby, online and upon request.	O

Toxicity Reduction	
Waste Prevention Activities	Status
Through normal outreach methods encourage residents to use fewer toxic products in their home. Publications shared will include Green Cleaners, Natural Gardening, Native Plants, Hazardless Home Handbook, Grow Smart, Grow Safe and others with a similar message.	O
Participate in the annual Clackamas County Employee Wellness Fair providing a display with information on how to use fewer toxic products at home, and a hands-on demonstration showing how to create a product, allowing the participant to leave with the sample.	O
Recycling Activities	Status
Continue to promote Metro Hazardous Waste facilities as the only safe method of disposing hazardous materials.	O
Continue to publicize and promote the Oregon E-Cycles program and recycling locations for computers, TVs and monitors as well as other electronics as they are added to this program.	O
Continue to promote Paintcare locations as a safe and convenient way to dispose/recycle unwanted paint.	O
See Recycle At Work Outreach section on the waste lamp recycling project.	N



Intergovernmental Agreement
Scope of Work – Exhibit A

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Other	
Required Elements (may be addressed here or in narrative portion of the plan)	Status
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are in compliance with the Regional Service Standard.	O
2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). Clackamas County will continue to monitor recovery levels throughout Clackamas County. We will continue to respond with increased outreach, education and troubleshooting should there be areas falling behind.	O
3. Participate in at least one regional waste reduction planning group. (please provide details) Clackamas County participates in several regional work groups including Solid Waste Directors, Business Recycling and the Local Government Recycling Coordinators.	O
Waste Prevention Activities	Status
Continue to co-fund 1 FTE Waste Reduction Education Coordinator with the Clackamas County Refuse and Recycling Association. The Coordinator provides waste reduction assistance to the estimated 150 schools in the County with a focus on the Oregon Green Schools program. Also applies to Recycling Activity section.	O
Actively participate in any regional efforts or campaigns focusing on waste prevention.	O
Recycling Activities	Status
Public Event Recycling - ClearStreams, used for collecting cans and plastic bottles for recycling, will continue to be loaned to community events and schools through September 2013. This program will be evaluated to determine if the current customers find the program valuable and if the service delivery model should be modified.	O/R

**Fiscal Year 2013-14
Metro and Local Government
Annual Waste Reduction Work Plan**

April 30, 2013

I. Introduction

Since 1990, Metro and its local government partners have developed cooperative plans to implement the region's waste prevention and recycling programs. These plans serve as one of the implementation tools for the Regional Solid Waste Management Plan (RSWMP) that provides direction for waste reduction programs for the metropolitan region. The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste prevention and recycling programs, projects and activities.

The region's waste reduction work is guided by the RSWMP, which envisions an evolution from today's end-of-the-pipe solid waste management practices to those that more holistically contribute to the sustainable use of natural resources. The need for Metro to play a lead role in driving this evolution has been reinforced by the Metro Council, Metro Auditor, and key partners, local governments and stakeholders. To that end, Metro is beginning to shift the emphasis of its policies and programs from end-of-life to upstream, focusing on implementation of waste prevention practices.

Fiscal Year 2013-14 will be the third year that Metro and its local government partners are working to transition the Annual Waste Reduction Work Plan incrementally toward a focus on upstream waste prevention practices. It is likely that this transition will take several years to accomplish.

II. Plan Structure & Format

The Annual Work Plan is divided into two areas:

- Recycle at Work
- Maintenance & Expansion of Existing Programs

A. The **Recycle at Work** program is designed to address the individual needs, barriers and the particular circumstances affecting the business sector with regard to waste prevention, recycling and toxics. Additional funding assistance is provided to local jurisdictions specifically for the Recycle at Work program. Allocations are based on the number of employees per jurisdiction derived from data supplied by the State of Oregon Employment Department. The Recycle at Work program provides technical assistance to regional businesses through **on-site waste evaluations, recommendations to the business around 14 key practices and a follow-up evaluation to assess progress**. In order to receive funding, local jurisdictions must develop and submit a Recycle at Work plan that includes the elements listed below:

1. Hire individuals as staff or contractors who work in the jurisdiction's offices or external contractors whose primary responsibilities and duties are to provide waste evaluations (outlined in number 2 below), technical assistance and business recycling requirement compliance services to businesses.

2. Provide technical assistance to businesses by conducting baseline and follow-up on-site evaluations on the program's 14 key practices,
3. Participate in regional outreach campaigns as developed by the Business Recycling Work Group (BRWG) and provide follow-up technical assistance and evaluation as required by the annual outreach program design.
4. Develop an Outreach Plan that identifies the jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance. The plan must also include the following three strategies: A, a focus on assisting the jurisdiction's government facilities and ensuring that each facility is in compliance with Business Recycling Requirements; B, a focus on new businesses to the program and medium-sized (20 to 250 or more employees) businesses; and C, how the jurisdiction plans to move more businesses to in-depth¹ as defined by the new targets and measurements. Other elements of the Outreach Plan should include businesses or institutions that are targeted and the desired outcomes as well as any underserved or underrepresented businesses targeted. In addition, the plan should take into account the jurisdiction's participation in regional annual outreach campaigns.
5. Make available resources to businesses as identified by the BRWG and appropriate for the jurisdiction.
6. Collect data for each business that summarizes key contact information and the actions taken in the 14 key practices and business recycling requirement compliance. Enter all data in the Recycle at Work Information System (RAWIS) developed by Metro and the BRWG, whose design allows for regional consistency and uniform analysis of program data. Jurisdictions will continue to use the existing evaluation format until a new format is designed during this fiscal year.
7. Conduct a follow-up evaluation at each business that has received technical assistance and provide on-site evaluation assistance, whenever possible and appropriate, of the changes the business has made.
8. Prepare an annual progress report on the accomplishments of the Recycle at Work Program that will include:
 - Review of the Outreach Plan implementation.
 - Successes and challenges.
 - Administrative information (staff and expenditures).
 - Number of businesses assisted, both in-depth and light-touch.
 - Number of businesses assisted by size and sector.
 - Time spent on light-touch and in-depth businesses.
 - Time spent on on-site assistance, off-site assistance, outreach and marketing, and program administration.
 - Share of in-depth businesses without a timely follow-up evaluation.
 - Resources by type delivered.
 - Evaluations performed, actions recommended and implemented.

¹ An in-depth business receives an on-site baseline evaluation that includes all 14 key practices except plans or policies and janitorial use of cleaners and agrees to work on at least one action in addition to recycling and agrees to a follow-up evaluation. All other businesses are considered light-touch.

- Follow-up evaluation status on the following:
 - Conducted.
 - Attempted.
 - Did not receive a follow-up.
 - Total number of in-depth businesses whose status has changed in the fiscal year.
 - Compliance actions taken.
9. Maintain a compliance program for Business Recycling Requirements consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide a written description of the compliance program to Metro.
 10. All Recycle at Work-funded staff are required to participate in quarterly Specialist Roundtables and any training identified by BRWG.
 11. Track the use of any tools in RAWIS that have been developed by Metro with the guidance of BRWG.
- B. The second area of the Annual Work Plan focuses on **Maintenance & Expansion of Existing Programs** and established local and regional waste reduction and recycling programs through per capita grants to local governments. In order to maintain past successes, established programs must continue to be funded, staffed and maintained at the same time that new initiatives are introduced. The RSWMP envisions an evolution from today's end-of-the-pipe solid waste management practices to those that more holistically contribute to the sustainable use of natural resources. Therefore, this Annual Waste Reduction Work Plan shifts emphasis from end-of-life to upstream, focusing on implementation of waste prevention practices and not just recycling and recovery.

The funding assistance provided to local jurisdictions to maintain existing programs is allocated on a per capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population and its level of compliance with state and regional requirements.

The objectives of the maintenance & expansion section are to maintain and increase recovery through support of existing and new local government waste prevention and recycling programs; to provide an incentive for local governments to participate in regional waste reduction planning activities; and to continue to ensure compliance with the RSWMP and state program elements for waste prevention and recycling programs.

The program format is intentionally simple and straightforward. Local governments will submit an overview of existing waste prevention and recycling programs in place; detailing the outreach, education and collection programs currently implemented and the efforts they will engage in to maintain these programs. This will provide a comprehensive regional picture of existing programs in place as well as demonstrate compliance with the RSWMP and state law.

III. Required Compliance with the Regional Solid Waste Management Plan and State Law

All local jurisdictions are required to comply with the provisions set forth in the RSWMP and to satisfactorily demonstrate compliance. These provisions include the Regional Service Standard and the Business Recycling Requirements.

Local jurisdictions must also demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A). Metro has been designated by the State as the reporting agency for Clackamas, Multnomah and Washington Counties in their entirety and local jurisdictions shall provide data to Metro to assist with this annual reporting responsibility.

Metro will review Annual Reports for compliance with both the RSWMP and state law. Local jurisdictions that are out of compliance with the RSWMP and/or state law are not eligible for associated program funding assistance from Metro.

IV. Monitoring and Evaluation

The Recycle at Work and Maintenance & Expansion of Existing Programs sections of the annual plan each have independent progress measurement and reporting scenarios tied to the specific tasks involved. These performance measures, combined with the annual Department of Environmental Quality Material Recovery Survey Report, are used to assess progress.

Recycle at Work

Recycle at Work has specific reporting requirements associated with the program. A final report shall be submitted to Metro in tandem with the maintenance & expansion reporting noted below no later than August 1, 2014. Jurisdictions must also report on compliance with the Business Recycling Requirement.

Maintenance & Expansion of Existing Programs

Annual reports documenting efforts completed by local governments during FY 2013-14 shall be submitted to Metro no later than August 1, 2014. These annual reports serve as the basis for monitoring the status of existing programs and progress with regard to the RSWMP and required annual reporting to the Oregon Department of Environmental Quality.

The maintenance & expansion efforts shall also be reviewed based upon the following:

- Local governments shall implement waste prevention activities for each area of the residential and commercial sector.
- Local governments shall demonstrate compliance with the Regional Service Standard.
- Local governments shall identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- Local government representatives shall participate in at least one regional waste reduction planning group (larger jurisdictions will tend to participate in more than one group).

- Local governments shall provide jurisdictional solid waste and recycling budget information to Metro.
- Curbside recovery levels shall be maintained or increased (total tons and per capita tons recovered and disposed).

Metro publishes a complete Performance Measures Report in the spring following the Annual Work Plan completion and data gathering.

FY 2013-14
LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN

June 13, 2013

Jurisdiction: **Clackamas County**

Contact: **Rick Winterhalter**

1. Program Overview Narrative

Provide a narrative overview of programs, services and focus areas for FY 2013-14 and describe your jurisdiction's waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are **required** as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:

- a) Demonstrate compliance with the Regional Service Standard by completing the **Level and Frequency of Service** table for your jurisdiction and stating whether or not your jurisdiction has submitted a Compliance Certification form to Metro. Cooperatives should report on behalf of member jurisdictions.
- b) Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).
- c) Identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- d) Participate in at least one regional waste reduction planning group.
- e) Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).
- f) Recycle at Work program goals (including compliance with the Business Recycling Requirement). See Section II. A., Elements 1.-11., for the items that must be addressed in the narrative. *Please include this narrative section with the Recycle at Work table at the end of this document.*

Clackamas County provides waste reduction and recycling programs for the unincorporated areas of the County, and by agreement, for the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The same services are provided informally to the cities of Rivergrove and Johnson City. All comply with the Regional Service Standard.

Waste reduction and recycling programs reach citizens in their homes, multifamily communities, businesses, government agencies, schools and other organizations. These programs will continue to focus on providing quality recycling education, while emphasizing an increased focus on waste prevention education.

2. Budget Information

- a) Provide overall solid waste and recycling budget.
The FY 2013-14 Metro allocation to the County of Clackamas and the partnering cities equals \$176,406 to supplement the waste reduction

planning and program management necessary to meet the goals and objectives of this plan. An additional \$112,208 is provided to aid in the support of the Recycle at Work program. The total amount of foundation funding provided by the distribution of a portion of the Regional System Fees is \$288,614. This contribution represents approximately twelve percent (12%) of the overall County's solid waste and recycling revenues.

- b) Provide overall Recycle at Work budget and percentage of budget supported by Metro Recycle at Work funds. List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).
- Budget and funding sources
 - Staff (name, title, FTE, funding source, changes over previous FY)

The County does not maintain a separate budget for incidental expenses associated with the Recycle at Work program. Only the labor portion is shown below as that is the purpose of the grant funds. The table lists all personnel in the Division contributing to Recycle At Work and the Business Recycling Requirement. About forty percent (40%) of the salary and benefits will be covered by Metro funds.

Program Staff	Title	RAW FTE	Salary & Benefits	Funding Source
Rick Winterhalter	Project Manager	0.10	\$13,826	County
Sherri Dow	Sustainability Analyst	0.10	\$12,734	County
Susan Terry	Sustainability Analyst	0.22	\$27,785	County
Rosalynn Greene	Sustainability Analyst	0.44	\$56,167	County
Shannon Martin	Sustainability Analyst	0.73	\$92,758	RaW/ County
Ginny Haines	Temporary part-time	0.48	\$29,930	Recycle At Work
Julane Potter	Temporary part-time	0.48	\$29,930	Recycle At Work
Laurel Bates	Temporary part-time	0.25	\$14,476	RaW/ County
Total		2.8	\$277,606	

3. Annual Work Plan Task Tables

Complete the **Recycle at Work** outreach plan and narrative. Complete the **Maintenance & Expansion of Existing Tasks** tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Add rows as needed. Complete the **Regional Service Standard** table for your jurisdiction or cooperative members.

Recycle at Work

Complete the following table and narrative section listing specific efforts planned for completion during this fiscal year. The Recycle at Work Plan must include all elements described in Section II. A. (see page 1. of this document). Element #4 from Section II. A. should be addressed in the table below, and all others in a narrative to accompany this table.

Status Key:
 Ongoing (O)
 Revised (R)
 New (N)
 Complete (C)

Annual Outreach Plan	
Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
Goals: Clackamas County, our cities and local school districts will continue to be strong leaders and noteworthy examples when it comes to modeling sustainable business operations, especially in the area of recycling and waste prevention.	
Outreach Strategy: Clackamas County <ul style="list-style-type: none"> • Continue educating employees about the recycling program through staff presentations, emails, intranet promotion and static displays. O • Continue to work with Facilities Management to maximize waste reduction opportunities in county operations. R • Sustainability staff will continue to facilitate the Employee Sustainability Trainings. New county employees are required to attend this training. O • Continue to lead the Sustainability Team (S-Team), Clackamas County's green team, which is intended to have representation from each department. N • Provide Paper Reduction Assessments for interested departments and help them implement follow-up recommendations. Schools and other local governments <ul style="list-style-type: none"> • Conduct outreach to schools and district offices to ensure they are in compliance with the Business Recycling Requirement. O • Continue to offer assistance to city partners. O • Continue to work with state and federal offices upon request. O 	

New and Medium-Sized Businesses (required)	
Goals: Establish and/or grow our working relationships with new and medium size businesses.	
<p>Outreach Strategy:</p> <ul style="list-style-type: none"> • Participate in regional, Metro-convened planning meetings for the annual outreach campaign. • Participate in regional, Metro-convened planning meetings focused on coordinated outreach efforts to multi-jurisdictional businesses. • Recruit businesses through our local chambers of commerce. • Identify new businesses by partnering with our local city departments tasked with licensing. • See "Moving More Businesses to In-Depth Status" 	<p>O</p> <p>O</p> <p>O</p> <p>O</p> <p>O</p>
Moving More Businesses to In-Depth Status (required)	
Goals: Engage businesses in In-Depth assistance using targeted program offers.	
<p>Outreach Strategy:</p> <ul style="list-style-type: none"> • Clackamas County's Office of Sustainability, in partnership with Metro South Transfer Station, will implement a pilot voucher program to collect fluorescent bulbs from small and medium size business in Oregon City and West Linn. Recycle at Work Specialists will promote the Commercial Waste Lamp Collection Pilot using giveaways and education as a way to incentivize business to become an in-depth business, fill out the CEG application and drive the bulbs to Metro South. The primary goal of the Commercial Waste Lamp Collection Pilot is to increase recovery of fluorescent bulbs from businesses including schools and multifamily communities. • We will use BRAG, our recognition program, to engage business in a in-depth service offer. Staff will continue to work with PGA, Economic Development and city staff to identify new, exciting ways to promote qualifying business. The BRAG application has already been tailored to match RAW's 14 key practices. • The City of Sandy recently passed Business Recycling Requirements. After July 1 we will replicate the notification process we followed for other areas of the county. The only difference is along with the notice we will include an offer for an in-depth "Waste Review" using the promotional materials from YR 22's outreach campaign. • Building on the momentum from YR 23's Resourceful Use workshop hosted in Clackamas County, we will continue to promote waste exchanges with industrial customers. Staff will use the program as a tool for scheduling in-depth evaluations with this sector. • Through our partnership with the North Clackamas Social Needs Roundtable, including the North Clackamas School District, we will help support and build the food donation infrastructure in that area of the county. As part of this effort, we will facilitate relationships between food generating businesses and local food pantries aligning with #7 of Recycle at Work's 14 key practices. 	<p>N</p> <p>O</p> <p>N</p> <p>O</p>

Target Businesses that are Underserved or Underrepresented	
Goals:	
Outreach Strategy: Monitor the results of Metro's Demographics Project and engage in regional conversations linked to the outcomes and findings.	N
Target Business Sectors, Institutions or Materials (such as organics)	
Goals: In areas where commercial compost service is available, continue to encourage food generators to participate in the We Compost program. Maintain existing relationships with our current customers to ensure the material leaving their business is clean and marketable.	
Outreach Strategy: <ul style="list-style-type: none"> • Continue to recruit We Compost participants in Lake Oswego, West Linn and Canby. • Follow-up with current participants to ensure their material is clean and marketable. • County staff will continue to develop educational tools and resources to help educate food generators about the program. • New customers will be offered slim jims and brute containers to assist with internal collection along with signage and educational materials. • Staff will continue to participate in regional conversations about compostable service ware. Until there is regional consensus, The Clackamas County We Compost Program <u>will not</u> include an approved list of products with our educational packet. 	<input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/> <input type="radio"/>

Recycle at Work Narrative:

(Address elements A.1.-3., and A.5.-11. from Section II. on page 1.)

The only element of our Recycle at Work portion of the Annual Plan not listed in the table above is our ongoing participation in the rebuild of the RAWIS database. We will continue to have representation at regional meetings and discussions.

Maintenance & Expansion of Existing Programs

Status Key:

- O = Ongoing (minor administrative updates and changes only).
- R = Revised (major program policy or implementation adjustments).
- N = New (brand new program, or substantially revised or reconstituted).

Single-family Residential (Include home composting programs)	
Waste Prevention Activities	Status
Catalog Choice – Continue to encourage residents to use this tool as a way to reduce unwanted mail, phone books and catalogs. Outreach will be accomplished in a variety of ways including newsletters, at community events and online.	O
Home Composting – Continue to encourage resident to compost at home. Focus on how easy it is to compost food scraps and yard debris. Outreach will be accomplished with a variety of methods including displays and demonstrations at community events.	O
Food – Provide residents with EPA's Food Too Good to Waste tools such as the <i>fruit and vegetable food storage guide</i> and the <i>shopping with meals in mind</i> list to help reduce wasted food. Outreach will be accomplished in a variety of ways including newsletters, personal contact at community events and through our website.	N
Alternatives to Disposables – Continue to encourage residents, businesses, and agencies planning events to use durables and to select products with the least packaging or recyclable packaging. These activities are routinely suggested to people who want to take further action when they find out a material is not recyclable, such as callers with recycling questions. This message is a regular feature in our newsletters and online.	O
Regional Master Recycler Program – Continue to provide support including hosting one course per fiscal year, providing staff presentations at course sessions and contributing \$5,000. Continue to provide Master Recycler volunteers with materials for tabling at community events and assisting them with their projects in the County. <i>This also applies to Recycling Activity section.</i>	O
Reuse – Continue to encourage residents to donate useable furniture, clothing and other household items in good condition to appropriate reuse stores or programs. Promote reuse businesses, Habitat ReStores, the ReBuilding Center, thrift stores, Free Geek, etc. as viable alternatives to purchasing new materials.	O
Recycling Activities	Status
Required: Curbside recycling outreach activity for an existing program: Create a billing insert focusing on placing only the correct materials in the cart for recycling, how to prepare them and why this activity is critical to maximizing material recovery. Partner with selected garbage companies to include this insert in their billing. Further, we will actively participate in any regional efforts or campaigns to reduce contaminants in curbside recycling.	N

Curbside recycling – Through all available outreach channels continually discourage residents from including materials on the NO list. Photos and clear explanations of why materials are accepted or not and the benefits of recycling will be included.	O
Plastics recycling – Through normal outreach methods continue providing explanations to residents about why the opportunity to recycle some plastics curbside is not related to the numbers on these items.	O
Recycling at drop-off depots – Through normal outreach methods continue to encourage residents to recycle non-curbside materials at depot locations and promote these locations to residents who have chosen not to have service at home.	O
Recycling of deposit containers – Continue promoting beverage container redemption which may include supporting ad campaigns developed by the OBRC by utilizing their collateral materials in traditional outreach media. Provide explanations about material quality and why this is a better choice than curbside for these materials.	O

Multi-family Residential	
Waste Prevention Activities	Status
Promote Catalog Choice as way for residents to help stop the waste of unwanted catalogs, phone books and mail. There will be a link on our website and Catalog Choice postcards will be provided to property managers for distribution to residents. It will be promoted at presentations and events at multifamily communities as well.	O
Continue to offer "Move Out" guides for tenants as it provides suggestions about where to take reusable items such as furniture and clothing.	O
Distribute tenant bags and as a condition for receiving this resource, require property managers to promote one or more waste reduction activities with their tenants. An example would be posting a board in a public area where tenants can promote materials they want to exchange, give away or sell.	N
Recycling Activities	Status
Provide personal assistance to multifamily sites upon request or referred by the franchised collection company and city partners.	O
Provide recycling decals. Work with franchised collection companies to re-label containers as we work with their customers.	O
Participate in regional Multifamily outreach discussions as needed through the Local Government Regional Coordinators workgroup.	O

Construction & Demolition	
Waste Prevention Activities	Status
Through traditional outreach methods continually promote the reuse of building materials and the locations to purchase them such as the MetroPaint Store, The Rebuilding Center and the Habitat ReStores, and Boneyard.org.	O
Continue to participate in the C&D Local Government work group.	O
Recycling Activities	Status
Continue to promote Metro's Construction and Demolition <i>Find a Recycler</i> website and <i>Salvage and Recycling Toolkit</i> in our permit lobby, online and upon request.	O

Toxicity Reduction	
Waste Prevention Activities	Status
Through normal outreach methods encourage residents to use fewer toxic products in their home. Publications shared will include Green Cleaners, Natural Gardening, Native Plants, Hazardless Home Handbook, Grow Smart, Grow Safe and others with a similar message.	O
Participate in the annual Clackamas County Employee Wellness Fair providing a display with information on how to use fewer toxic products at home, and a hands-on demonstration showing how to create a product, allowing the participant to leave with the sample.	O
Recycling Activities	Status
Continue to promote Metro Hazardous Waste facilities as the only safe method of disposing hazardous materials.	O
Continue to publicize and promote the Oregon E-Cycles program and recycling locations for computers, TVs and monitors as well as other electronics as they are added to this program.	O
Continue to promote Paintcare locations as a safe and convenient way to dispose/recycle unwanted paint.	O
<i>See Recycle At Work Outreach section on the waste lamp recycling project.</i>	N

Other	
Required Elements <i>(may be addressed here or in narrative portion of the plan)</i>	Status
1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are in compliance with the Regional Service Standard.	O
2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). Clackamas County will continue to monitor recovery levels throughout Clackamas County. We will continue to respond with increased outreach, education and troubleshooting should there be areas falling behind.	O
3. Participate in at least one regional waste reduction planning group. <i>(please provide details)</i> Clackamas County participates in several regional work groups including Solid Waste Directors, Business Recycling and the Local Government Recycling Coordinators.	O
Waste Prevention Activities	Status
Continue to co-fund 1 FTE Waste Reduction Education Coordinator with the Clackamas County Refuse and Recycling Association. The Coordinator provides waste reduction assistance to the estimated 150 schools in the County with a focus on the Oregon Green Schools program. Also applies to Recycling Activity section.	O
Actively participate in any regional efforts or campaigns focusing on waste prevention.	O
Recycling Activities	Status
Public Event Recycling - ClearStreams, used for collecting cans and plastic bottles for recycling, will continue to be loaned to community events and schools through September 2013. This program will be evaluated to determine if the current customers find the program valuable and if the service delivery model should be modified.	O/R

**Metro and Local Government
Annual Waste Reduction Work Plan**

FY 2012-2013 End-of-Year Report for Annual Program Tasks

July 25, 2013

Instructions: Please list all tasks from your jurisdiction's approved FY 2012-13 (Year 23) plan, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible and practical.

The report is due to Metro by August 1, 2013.

Status Key:

C = Complete (task has been completed as planned)

O= Ongoing (task continues into next Plan Year)

R = Revised (explain program, policy or implementation adjustments made)

I = Incomplete (indicate why the task is incomplete, delayed or will not be implemented)

N = New (new program added that was not in your Year 23 plan)

Single Family Residential (Includes home composting)		
Waste Prevention Activities	Status	Implementation Notes
1. Going Beyond Green / Trash Talk, a 16-page tabloid-size newsletter, will continue to be sent to all mail recipients in the county in the spring and fall (≈175,000 each edition). The newsletter covers many waste reduction initiatives as well as providing information on recycling and sustainability. Also applies to the Recycling Activities section.	R	Going Beyond Green/Trash Talk newsletter was mailed to all mail recipients in November 2012 (12 pages), March 2013 (8 pages) and May 2013 (8 pages) as an insert inside the County's general newsletter, Citizen News. Waste prevention articles included: "Food – It's too Valuable to Waste", Simplify – Enjoy the Holidays", "Waste-Free Lunch at Schools" and "Catalog Choice". There were also articles on recycling at home, at work and at drop-off depots.
2 Promote Catalog Choice as way for residents to help stop the waste of unwanted catalogs, phone books and mail. We will have a link on our website, include Catalog Choice information in newsletters and other publications, and promote it at presentations and at community events such as farmers markets and the Clackamas County Fair.	O	Catalog Choice outreach included providing postcards to libraries and senior centers, a display at our County Fair booth, articles in City newsletters, a link on our website, postcards at community events such as the Spring Garden Fair, Oregon City and Milwaukie Farmers Markets and at multifamily presentations. We also had screen ads at two local movie theaters in Canby and Oak Grove.

<p>3. Use social media, such as Facebook and Twitter, to promote waste prevention information, activities and events. Prior to creating a Sustainability Facebook page (PGA permission required) we will work in with the Public and Government Affairs Department (PGA) to post at least weekly waste prevention information, events and activities on the County's Facebook page and tweet shorter versions of the above posts on our Twitter account LivableClackamas.</p>	<p>I/R</p>	<p>We explored creating a Sustainability Facebook page. After reviewing the County's Social Media operating policy we determined the criteria for a separate Facebook page could not be met. We did submit a few press releases on Business Recycling Awards Group members through our Public and Government Affairs (PGA) representative. These were linked to the County Facebook page. Our Twitter account, #LivableClackamas was used for a few tweets. Staff attended a workshop and webinar on how to effectively use social media. Doing recycling and waste reduction outreach using social media did not become a routine activity as we originally planned. We are continuing to work on becoming more nimble with social media. We did assist County Cable with script and footage edits for videos about Recycling and Safe Disposal of Hazardous Waste, which were linked to the County's Facebook, Twitter and You Tubes in April 2013. Recycling PSA http://www.youtube.com/watch?v=6-UfaRhYhd4 Hazardous Waste PSA http://www.youtube.com/watch?v=3KGsnCIUAVA</p>
<p>4. Compile a list of reuse, repair and refurbishing businesses and organizations in Clackamas County and promote this list on our website, in our newsletter and other publications, and at presentations and community events such as farmers markets and the Clackamas County Fair. Through the Local Government Workgroup we will be involved with the regional effort to provide an online map of these types of businesses and organizations.</p>	<p>R</p>	<p>We compiled a list of reuse, repair, and refurbishing businesses and organizations by category. For the County Fair, we created a pledge, signage and handout promoting that reuse and repair is better than recycling. The handout included some of the reuse and repair businesses such as thrift stores, used building material stores and computer, shoe and appliance repair. We found many attendees unwilling to pledge to reuse and repair and were instead looking for swag. Since a limited list was not well received at the Fair, the full list was not published on our website or printed as a handout. We determined that future promotion should be more targeted and interactive. In our Fall and Winter/Spring newsletters we had articles promoting the Habitat ReStores and specific reuse activities such as using durable dinnerware instead of disposables at the holidays. Promoting reuse remains a top priority</p>
<p>5. Continue to review and add content to our web pages to promote waste prevention activities.</p>	<p>O</p>	<p>We continue to add to and revise our web pages as needed.</p>
<p>6. Provide content for City newsletters focusing on thoughtful consumption and reuse activities in their specific city.</p>	<p>O/R</p>	<p>We continue to provide articles for city newsletters. Articles about Catalog Choice were well received by Cities and placed more often than articles about other recycling issues.</p>

7. Promote home composting and grasscycling in the Spring issue of the Going Beyond Green / Trash Talk newsletter. A <i>Compost at Home</i> display board will continue to be available for presentations and community events.	C	The Summer 2013 issue of Going Beyond Green included an article on composting and grasscycling. The <i>Compost at Home</i> display board was displayed at a few community events (farmers markets, Mstr Recycler tabling) and community presentations.
8. Waste prevention and recycling displays will be included in Sustainability tent at the six-day Clackamas County Fair and at other community events. Also applies to the Recycling Activities section.	C	Recycling, reuse and repair, green building, Catalog Choice, energy efficiency, Oregon E-cycles, Metro Healthy Homes and Clackamas Water Providers water conservation displays and information were included in the Sustainability tent displays at the County Fair in August 2012.
9. Continue to support of regional Master Recycler program, including \$5000 of funding support. The Office of Sustainability will continue to host one course per year with staff presenting on several topics. Staff also represents Clackamas County on the Master Recycler Advisory Board and provides displays and materials as requested by Master Recyclers for events located in Clackamas County. Also applies to the Recycling Activities section.	O	We provided the regional Master Recycler program with funding support of \$5,000. Also, Clackamas County hosted the Spring 2013 course with staff presenting on six topics. We continue to participate on the Advisory Board and support individual Master Recyclers with displays and materials as requested for community events and presentations in Clackamas County. See the <i>Master Recycler Report attached</i> .
Recycling Activities	Status	Implementation Notes
1. Required: Curbside recycling outreach activity for an existing program: Use social media, such as Facebook and Twitter, to educate citizens about on the Recycling YES and NOs. Prior to creating a Sustainability Facebook page (PGA permission required) we will work in with the Public and Government Affairs Department (PGA) to post at least weekly information on recycling on the County's Facebook page and tweet shorter versions of the above posts on our Twitter account LivabiClackamas.	I/R	We did not use Facebook and Twitter as originally planned to promote <i>Recycling YES and NOs</i> . See #3 under <i>Single Family Residential Waste Prevention Implementation Notes</i> for more information about our efforts to use social media. We did assist the County Cable channel with scrip and video footage edits for this Recycling PSA which is on cable and linked to the County's Facebook, Twitter and YouTube sites. http://www.youtube.com/watch?v=6-UfaRhYhd4
2. Continue to update and maintain the Recycling YES and NO paper and plastic displays that include the actual items. Continue to focus on the most commonly missed recyclable items and the most commonly included contamination. Available for presentations and community events.	O	We continue to update and maintain the <i>Recycling YES and No: Paper and Plastic</i> displays that include the actual materials. We continue to focus on the most commonly missed items and the most commonly included contamination including plastic bags, expanded polystyrene, coffee cups, frozen food boxes and trays, clear clamshells and to-go containers.
3. Continue to update and provide Recycling YES and NO flyers at community events, on our website and upon request.	O	The Recycling YES and NO flyers were updated in 2013 and are available on our website, at community events and upon request.

<p>4. Continue to provide Curbside Yard Debris YES and NO flyers to franchised collection companies that provide curbside yard debris collection. Please note that the curbside collection of yard debris is only available in the urban areas of Clackamas County. These flyers include a suggestion to contact the Metro Recycling Hotline to find information about natural gardening and composting. See Toxicity Reduction section for more about how we promote natural gardening and composting in other ways.</p>	<p>○</p>	<p><i>Curbside Yard Debris YES and NO</i> flyers continue to be available to urban collection companies upon request. They include reasons to use compost at home and how to obtain composting and natural gardening information.</p>
<p>5. Provide <i>Recycling Notices</i> and <i>Yard Debris Notices</i> – incorrect preparation notices to the franchised collection companies upon request.</p>	<p>○</p>	<p>These Notices continue to be available to franchised collection companies upon request.</p>
<p>6. Provide Oregon E-Cycles information at community events, upon request, and as a link on our website.</p>	<p>○</p>	<p>Oregon E-Cycles information continues to be available as a link from our website, at community events and upon request.</p>

Multifamily Residential		
Waste Prevention Activities	Status	Implementation Notes
1. Our current AmeriCorps member will continue assisting multi-family communities in Clackamas County with their recycling and waste reduction efforts on a part-time basis after the AmeriCorps service term ends (August).	C	After her AmeriCorps term ended in August, Lisa Clifton continued multifamily educational activities on a part-time basis. In FY 12-13 she assisted 286 communities. Several sites received multiple visits resulting in a total of 467 visits overall. Activities included delivering educational materials, meetings with property managers and site evaluations. 140 of the sites, approximately 50%, were low income and/or senior citizen communities. <i>See MultiFamily Report attached.</i>
2. Continue to offer "Move Out" guides for tenants as it provides suggestions about where to take reusable items such as furniture and clothing.	O	The <i>Move Out Guide</i> is always offered as part of our suite of materials. In FY 12-13, 1,133 were distributed to tenants.
3. See Single Family Residential Waste Prevention Activities	O	See <i>Single Family Residential Waste Prevention Activities</i> 1-6, 8-9
4. Develop a recognition component for multifamily communities and require a waste prevention activity as part of the pledge, similar to Marion County.	I/R	Due to projected staffing cuts in FY 13_14, we decided not to pursue a recognition program for multifamily communities. In place of this program, sites receiving the tenant recycling bags are required to promote one or more reuse activities (see #7).
5. Promote Catalog Choice as way for residents to help stop the waste of unwanted catalogs, phone books and mail. There will be a link on our website and Catalog Choice postcards will be provided to property managers for distribution to residents. It will be promoted at presentations and events at multifamily communities as well.	O	1,086 Catalog Choice flyers were provided to property managers for distribution to residents.
6. In addition to the printed flyers and other educational materials, staff frequently provides electronic copies of Catalog Choice, Recycling Yes/No and Oregon E-Cycles information to property managers.	O/N	We continue to provide electronic copies of our resources to be placed in community newsletters or posted on information boards. Some property managers also make their own copies for distribution to residents.
7. This year we purchased multifamily bags, similar to those distributed by Beaverton and Washington County. To receive the tenant bags property managers must commit to promoting at least one waste prevention activity or tool.	N	Properties requesting recycling bags are required to promote resident waste prevention activities. Staff developed a menu of options for property managers, including a community swap, garage sale or an exchange board. The bag distribution will began in July 2013.

8. Even though the AmeriCorps position, partially funding by Energy Efficiency stimulus grant, ended property managers continued to request energy conservation resources for residents.	O/N	5,928 Energy Conservation flyers were supplied to property managers for distribution to residents.
Recycling Activities	Status	Implementation Notes
1. Provide personal assistance to multifamily sites upon request or referred by the franchised collection company and city partners.	O	<p>Staff completed 11 "knock and talks", along with 7 in-person presentations. These efforts reached a total of 225 multifamily residents. The materials listed below were supplied to property managers of 286 communities for distribution to residents:</p> <ul style="list-style-type: none"> 98 Bilingual door hangers 6,020 English door hangers (pictorial) 8,256 Recycling Yes/No 8.5" x11" flyers 1,497 Move-In Guides (English) 149 Move-In Guides (Spanish) 178 Outdoor signs 59 Indoor signs 119 Property Manager Guides
2. Provide recycling decals. Work with franchised collection companies to re-label containers as we work with their customers.	O	Besides the decals provided to franchised collectors, staff updated hundreds of carts and containers with 1,278 decals.
3. Participate in regional Multifamily outreach discussions as needed through the Local Government Regional Coordinators workgroup.	O	Through the LGRCW, staff participated in planning discussions for updating regional multifamily educational materials.
4. Purchase tenant bags based on the Washington County and City of Beaverton model.	C/O	Multifamily bags were purchased and will be distributed in FY 13-14..

Recycle at Work Outreach Strategy

Target audience, goals, and outreach strategy	Status
Government Facilities (required)	
<p>Goals: Goals: Clackamas County, our cities and local school districts will continue to be strong leaders and noteworthy examples when it comes to modeling sustainable business operations, especially in the area of recycling and waste prevention.</p>	
<p>Outreach Strategy: Clackamas County</p> <ul style="list-style-type: none"> • Continue educating employees about the recycling program through staff presentations, emails, intranet promotion and static displays. • Conduct waste sorts for targeted county buildings, establish baselines and begin to develop a waste reduction plan for Clackamas County. • Finalize and distribute the Clackamas County Employee Guide to Sustainability through direct outreach at staff meetings. • Work with Facilities and other County departments to reduce chemicals used on county land and facilities through the S-Team's Toxics Reduction Subcommittee. An Integrated Pest Management plan will be finalized and presented to the Board of County Commissioners. • Distribute guide to waste-free meetings including a Sustainable Caterers list. • Sustainability staff will continue to facilitate the Employee Sustainability Trainings. All employees are required to attend this training. • Continue to participate in the Sustainability Team (S-Team), Clackamas County's green team, which is intended to have representation from 	<p>Provided presentations upon request to departments such as Finance and Facilities.</p> <p>Conducted an extensive waste sort for two large county buildings. The results prompted in-depth work with Facilities to right-size garbage bags and educate employees about waste-free lunches. See the <i>Waste Sort Report Case Study</i> or <i>Waste Sort Full Report attached</i>.</p> <p>We did not finalize the <i>Clackamas County Employee Guide</i> nor do we expect to due to staffing limitations.</p> <p>We are pleased to report the IPM plan was finalized and Water Environment Services (WES) was the first department to adopt it. Staff continues to work with other county departments on implementation.</p> <p>Efforts have focused on working with the A-Team, a volunteer group that organizes the annual picnic along with other employee activities and fundraisers.</p> <p>Staff facilitated nine 3-hour classes of Going Beyond Green – an introduction to sustainability training. The class reached 117 employees.</p> <p>Staff organized and facilitated three S-Team meetings covering subjects such as janitorial</p>

<p>each department.</p> <p>Schools and other local governments</p> <ul style="list-style-type: none"> • Conduct outreach to schools and district offices to ensure they are in compliance with the Business Recycling Requirement. • Continue to offer assistance to city partners. • Continue to work with Coffee Creek Correction Facility and other state offices upon request. 	<p>services, green cleaners, zero-waste meetings and the waste sort findings.</p> <p>Staff completed 188 visits to about 87 schools and district offices to deliver resources or assist employees with recycling efforts.</p> <p>Assisted city partners such as the Lake Oswego Public Library and the City of Sandy.</p> <p>Provided in-depth assistance to the National Forest Service and Coffee Creek Correctional Facility. See the <i>Coffee Creek</i> newsletter article attached.</p>
<p>New and Medium Businesses (required)</p>	
<p>Goals: Establish and/or grow our working relationships with new and medium size businesses.</p>	
<p>Outreach Strategy:</p> <p>Participate in regional, Metro-convened planning meetings for the annual outreach campaign.</p> <ul style="list-style-type: none"> • Participate in regional, Metro-convened planning meetings focused on coordinated outreach efforts to multi-jurisdictional businesses. • Recruit businesses through our local chambers of commerce. <ul style="list-style-type: none"> • Use the state business data to identify medium businesses we haven't worked in the past 1-2 years. • Continue to follow-up with businesses that did not respond to Phase 1 or Phase 2 of the Business Recycling Requirement outreach. 	<ul style="list-style-type: none"> • We prioritized staff participation on the RAWIS Project Team over our involvement in the Annual Outreach Campaign planning. • Since this project was a high priority for our team, staff has led and coordinated the regional multi-jurisdictional outreach meetings. • We continue to have a strong presence at Chamber meetings. Additionally, this year we hosted networking events for the Lake Oswego and Oregon City chambers. • Follow ups to BRR non-respondents continued to consume a significant portion of staff time and we did not prioritize the use of state data to target medium size businesses. Instead our efforts were dedicated to following up with non-responding business from the Phase 1 and Phase 2 BRR mailings in Wilsonville, Lake Oswego, Canby, Milwaukie and Gladstone.

Target Businesses that are Underserved or Underrepresented	
Goals: For businesses that are Hispanic owned or have Spanish-speaking employees, offer translated materials or presentations in Spanish.	
<p>Outreach Strategy: We now have an employee who speaks Spanish fluently and is able to provide business assistance on a limited basis.</p>	<p>Two people in our office speak Spanish, one who is fluent and the other who can understand and answer simple questions. Onsite assistance in Spanish is provided to businesses on an as needed basis. This year the focus was been helping interested businesses in Canby set-up a compost program and training back-of-the-house staff.</p>
Target Business Sectors, Institutions or Materials (such as organics)	
<p>Goals: Organics:</p> <ul style="list-style-type: none"> • Recruit food generating businesses to participate in the Clackamas County We Compost Program. Focus outreach on large food waste generators including full service restaurants, grocery stores, retirement homes, food production facilities and large institutions. • Work with the region to develop consistent messaging and encourage restaurant suppliers to provide only acceptable compostable products. • Increase the number of businesses willing to join the program as reload facilities, such as Metro South, begin to accept food scraps. • Clackamas County staff is working to develop a fee for organics collection and is planning to bring it before the Solid Waste Commission and the Board of County Commissioners in FY 2012-13. 	
<p>Outreach Strategy: Organics Outreach Strategy: Program Roll Out</p> <ul style="list-style-type: none"> • Promotion of the program will continue with a soft roll out in Lake Oswego, West Linn and portions of unincorporated Clackamas County, including the Clackamas Town Center. • Staff will set up meetings with managers to introduce food scrap collection options. • After businesses sign up for the program, we will provide ongoing 	<p>Continued outreach efforts to large food generators in Canby, West Linn and Lake Oswego. An Employee Training Guide was developed as a tool to help businesses train employees. Three newspaper articles were printed in local publications.</p> <p>Canby</p> <ul style="list-style-type: none"> • Launch of new compost program in January. • Developed and hosted a compost workshop to promote the program in partnership with the city and local food pantries.

support to ensure their material is clean and acceptable.

Resource Development

- County staff will continue to develop educational tools and resources to help educate food generators about the program.
- Businesses will be offered slim jims and brute containers to assist with internal collection.
- Staff will continue to work with Metro on resource development to ensure that there is a consistent regional messaging. We will continue to work with the Organics Roundtable group to develop a list of “acceptable” compostable serviceware, for both fiber and plastic materials. The Clackamas County We Compost Program will not include an approved list of products with our educational packet until a state protocol is in place for acceptable materials.

- On going outreach to food generators was conducted through cold calls, Chamber articles and city news articles.
- On going monitoring of feedstock is conducted weekly and reported back to generators.

West Linn

- Ongoing outreach to businesses and property managers to recruit new participants. The target audience has been on businesses that are not in developments and/or have property managers that are interested in participating.
- Additional efforts to meet with property managers have been a main focus given the negative responses from building owners.
- Additional efforts to work with corporate businesses was also conducted

Lake Oswego

- Site feedstock surveys were conducted to ensure participants were producing clean material. Outreach in this area was not a focus due to delay in setting up more Canby and West Linn businesses.

Regional Coordination

- Continued participation in regional compostable plastics discussions.
- Assisted in the coordination of AOR’s Fall Forum and AOR Conference sessions on current compost topics.
- Represented the region by presenting at the BioCycle conference in San Diego.

Total of 40 businesses participating.

See **attached Compost Monthly Progress Report** for more detail.

<p>Moving Light-touch Businesses to In-depth Businesses (required)</p>	
<p>Goals:</p> <p>Focus on our industrial area customers to enhance recycling efforts and inspire them to go in-depth.</p> <ul style="list-style-type: none"> • Encourage large paper generating businesses to go beyond recycling and reduce paper usage. • Enhance the food donation infrastructure and partnerships. • Provide educational opportunities for our specialists on how to reduce toxins in the workplace and benefits of such actions. 	
<p>Outreach Strategy:</p> <p>Staff will focus on reaching out to our industrial area customers to ensure they are recycling and to engage them in more upstream activities. One way we will do this is by promoting industrial exchange and the upcoming ResourceFull Use workshops.</p> <ul style="list-style-type: none"> • Using the paper reduction tools, we will target large paper generators to reduce waste. • We will continue developing partnerships with our local food pantries so we can better connect them with restaurants, grocery stores, etc. If you would like more information about our outreach plan, we have a project charter that is available on request. • With the added emphasis on toxins after the Targets and Measurement project, we will actively look for opportunities to provide training for our employees in this area. • Develop closer partnerships with our local churches for many reasons: 1) to ensure they are in compliance with the Business Recycling Requirement, 2) identify whether they accept and distribute food, 3) help them identify ways to prevent waste, and 4) encourage them to provide sustainability related information to their members 	<ul style="list-style-type: none"> • Staff hosted a <i>ResourceFull Use</i> workshop at Exceed Enterprises which is located in International Way, an industrial area of Clackamas County. The workshop was very successful with 25 attendees. Through this effort we developed in-depth relationships with several industrial sector businesses and are excited to host another workshop next year. • Continued to promote the Paper Reduction Toolkit with large paper generators. Two noteworthy examples is our work with Coffee Creek and the National Forest Service. • Partnership development with local food pantries has blossomed into a fruitful relationship with the North Clackamas Social Needs Roundtable. During FY 12-13 we laid the foundation for a project that we will launch in July 2013. • Staff worked closely with Metro to design a regional Roundtable Training for specialists on how to empower businesses to handle their toxic waste responsibly. Similarly, during FY 12-13 we helped develop the <i>Business Waste Lamp Recycling Pilot Project</i> that will launch in August 2013. • An extensive list was created of local area churches however, it has not been used for targeted outreach efforts.

Compliance Strategy for Business Recycling Requirements (required)	
Goals: Ensure all businesses are in compliance with BRR.	
<p>Outreach Strategy: To date Business Recycling Requirement enforcement actions have not been necessary within Clackamas County. We will continue to engage in regional conversations about how to coordinate outreach efforts to multijurisdictional businesses. If a business were to be cited, the following procedures would be followed by our Code Enforcement Division:</p> <ol style="list-style-type: none"> 1. Alleged letter is sent requesting contact with us within 10 days; <ol style="list-style-type: none"> a. Site check is conducted to confirm violation; b. Assistance offered to bring business into compliance 2. If assistance refused: <ol style="list-style-type: none"> a. Second Letter is sent providing specific timelines to comply; b. Notifies non-compliant business when the \$75.00/monthly administrative fee will begin to accruing until the violation is abated and potentially additional civil penalties, citations, liens, etc. (legal info) c. Provide second opportunity for direct assistance to bring business into compliance with BRR; d. Fee waived if deadlines met; 3. First Citation if business fails to comply; <ol style="list-style-type: none"> a. \$75.00/monthly administrative fee assessed; b. Fine imposed; c. Opportunity to correct; to stop process 4. Second Citation if business fails to comply <ol style="list-style-type: none"> a. \$75.00/monthly administrative fee assessed; b. Fine imposed; c. Opportunity to correct; to stop enforcement process 5. Hearing 6. Circuit Court 	<p>Business Recycling Requirement enforcement actions were not necessary in Clackamas County in FY 12-13. We continue to provide resources to businesses to help them voluntarily comply with the Business Recycling Requirement.</p>

Recycle at Work Outcomes Report:

In Salesforce under Reports, go to the IGA Folder and select reports (with just numbers not the ones with letters at the end). Please update "Time Frame" on RAWIS reports to Previous FY. Include the numbers from the report, or select "Printable View" to include charts as graphics or tables as attachments to the report document.

- i. **Number of businesses contacted, visited and assisted:** RAWIS Report, "R1-Businesses Assisted by Task Type."

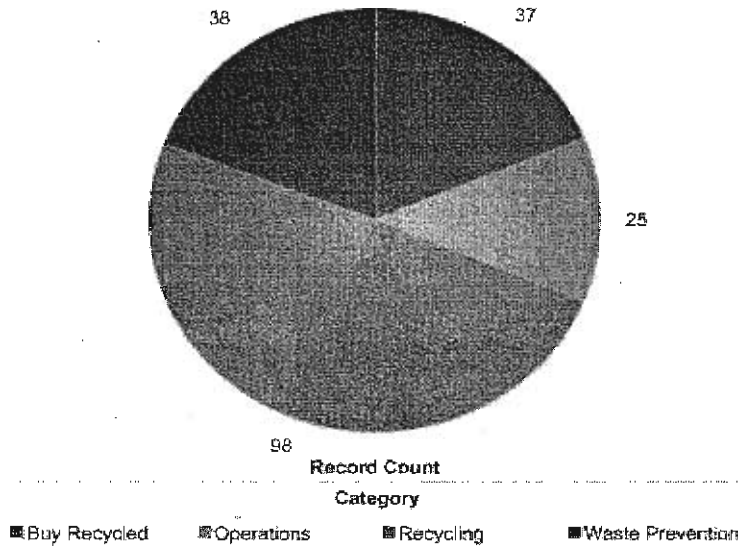
	Unique Accounts
Metro Task Type: - (2 records)	2
Metro Task Type: Administration & Program Coordination (136 records)	19
Metro Task Type: Data Entry (96 records)	11
Metro Task Type: Direct Assistance Offsite (not at business) (215 records)	116
Metro Task Type: Outreach & Marketing (729 records)	599
Metro Task Type: Site Visit & Delivery (656 records)	489
Metro Task Type: Evaluation (62 records)	57
Grand Totals (1,896 records)	1,074

- ii. **Administrative Information:** Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent. List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).
- Total program expenditures by funding source (Metro or local government)
 - Staff (name, title, FTE, funding source, changes)

\$220,415	Total Salaries			
\$102,688	Metro Funds	47%		
\$117,727	County Funded	53%		
Program Staff	Title	RAW FTE	ChargeRate	Funding Source
Susan Ziolko	Supervisor	0.01	\$691	County
Rick Winterhalter	Project Manager	0.05	\$3,859	County
Sherri Dow	Sustainability Analyst	0.01	\$955	County
Susan Terry	Sustainability Analyst	0.21	\$17,111	County
Rosalynn Greene	Sustainability Analyst	0.47	\$37,922	County
Shannon Martin	Sustainability Analyst	0.96	\$64,922	RatW/ County
Ginny Haines	Temporary	0.55	\$28,411	Recycle At Work
Julane Potter	Temporary	0.47	\$27,115	Recycle At Work
Liz Braman	Contractor	0.37	\$24,953	Recycle At Work
Laurel Bates	Temporary	0.25	\$14,476	County
		3.35	\$220,415	
	Metro Distribution at \$62,000/FTE	1.66	\$102,688	

Additional Costs Associated with RatW Labor	\$194,468
Fleet	\$4,790
Mileage	\$587
Total RatW Labor Expense	\$420,260

iii. **Evaluations performed:** RAWIS Report, "D3-Evaluations completed by Team"



iv. **Actions recommended:** RAWIS Report, "R3-Actions Recommended - What Actions are Recommended?"

Category			
Buy Recycled	Operations	Recycling	Waste Prevention
178	157	957	315

v. **Actions implemented:** PROVIDED BY METRO

vi. **Compliance actions taken:** Zero is the number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements.

vii. **Resources delivered:** RAWIS Report, "R5-Resources Delivered"

	Quantity
Brute (6 records)	29
Central Collection Container (128 records)	575
Deskside (189 records)	1,377
Informational Brochure/Handout (440 records)	1,980
Signage (140 records)	572
Slim Jim (27 records)	84
Sticker/Decal/Magnet (203 records)	1029
	5646

- viii. **Successes and challenges:** Provide narrative on successes and challenges achieving these outcomes.

Successes:

- Even though the number of boxes delivered by staff went down, the overall number of businesses contacted, visited and assisted increased from last year by 181 accounts.
- Hosting the *ResourceFull Use* workshop was a highlight for staff because of the turnout and enthusiasm that grew out of the event. In Clackamas there are hundreds of industrial businesses that could benefit from this program. The challenge continues to be maintaining momentum in-between meetings. Until there is a reliable online platform, we will primarily utilize staff to facilitate waste exchanges rather than encouraging businesses to use the existing spreadsheet which is hard to access.
- In a limited amount of time, staff recruited 40 compost program participants in Lake Oswego, Canby and West Linn. Businesses we were excited about the opportunity to compost including Mary's Woods, Coffee Creek Correctional Facility, Albertson's, Coca Cola, Providence and several public schools.

Challenges:

- Reaching the decision makers at big box stores continues to be our biggest challenge, especially retail and restaurants. Although this year we have made some progress with multijurisdictional businesses such as Fred Meyer and are looking forward to the outcomes of the FY12-13 Multijurisdictional Business Protocol project. Our hope is this project will empower the region to work together in order to more effectively reach multijurisdictional companies and their employees
- The changing political climate in Clackamas poses new opportunities and challenges. We continue to explore innovative ways to articulate the benefits our services we provide for Clackamas County businesses, with both qualitative and quantitative outcome measures.
- Fluctuation in staffing levels has been a challenge. Fortunately we are resilient and continue to develop creative solutions to adapt to the changes. Unfortunately, we face funding concerns because we anticipate continued downward pressure on our budget.

Construction & Demolition

Waste Prevention Activities	Status	Implementation Notes
1. Promote the regional Green Building Hotline in the Spring issue of Going Beyond Green /Trash Talk newsletter, on our website, at community events and in our permits lobby. Provide funding support of \$5,000.	R	Clackamas provided \$5,000 in funding to the Hotline. We continued to promote the Green Building Hotline on our website, at community events and in our permit lobby. It was not included in the Spring issue of our newsletter due to the decision to discontinuance of the Hotline.
2. Promote reuse of building materials and the locations to purchase them such as the MetroPaint store, the Rebuilding Center, Habitat Restores and others in our newsletter, on our website and at community events.	O	We continue to promote reuse of building materials and the locations to purchase them such as the Habitat ReStores in Canby and Portland, The Rebuilding Center and the MetroPaint Store. There were articles in our newsletter, links from our website and materials at community events such as the Clackamas County Fair.
3. Participate in the Local Government work group which includes construction and demolition initiatives.	O	We continue to participate in the Local Government workgroup and any workgroup which includes construction and demolition waste prevention activities.
4. A Sustainability Analyst with green building expertise will work with the Building Codes Division to develop a green building desk for the Clackamas County permits lobby. She will collaborate with Green Building Hotline staff to ensure we are conveying the same messages. The desk will be staffed either during certain hours, by appointment or in conjunction with scheduled plan review meetings. Also, we will be coordinating ongoing training for Building Codes staff on green building practices.	I/R	One training for Building Codes staff on green building practices was provided. We also explored developing a green building desk for the permits lobby. However, the staff person with green building expertise was designated to work on the Energy Efficiency grant projects through December 2012. Originally work on the grants was supposed to end in August. After that, staffing and budget concerns made it unfeasible to set up a lobby desk for green building. Upon request staff provides green building information including referral to the green building website.
Recycling Activities	Status	Implementation Notes
1. Promote Metro's Construction and Demolition Find a Recycler website in our permit lobby, on our website and upon request.	O	We continue to promote the Construction and Demolition Find a Recycler website in our permit lobby, on our website and upon request.
2. Provide Metro's Salvage and Recycling Toolkit in our permit lobby	O	The Salvage and Recycling Toolkit is always available in our permit lobby.
3. In addition to the Toolkit, Green Building desk staff will provide information on where to recycle construction and demolition materials.	I/R	We did not staff a green building desk but staff continues to provide information on where to recycle construction and demolition materials as requested.

Toxicity Reduction		
Waste Prevention Activities	Status	Implementation Notes
Promote green cleaners and natural gardening in our Spring issue of the Going Beyond Green / Trash Talk newsletter.	C	Articles on green cleaners and natural gardening were part of the Summer issue of <i>Going Beyond Green/Trash Talk</i> which was mailed in May 2013.
Provide the green cleaner and natural gardening display board for presentations and community events. Demonstrate making green cleaners.	O	The <i>Green Cleaner</i> and <i>Natural Gardening</i> display board continues to be available for presentations and community events. We demonstrated making soft scrub as an example of a green cleaner. Participants were able to make their own sample to take with them in a reusable glass jar.
Provide Green Cleaner, Natural Gardening, Native Plant, Hazardless Home Handbook, Grow Smart, Grow Safe and other similar publications at community events, upon request and as links on our website.	O	We continue to provide <i>Green Cleaner</i> , <i>Natural Gardening</i> , <i>Native Plants</i> , <i>Grow Smart</i> , <i>the Hazardless Home Handbook</i> and other similar publications at community events, links from our website and upon request.
Partner with Metro to include their Healthy Home display as part of our Sustainability booth at the Clackamas County Fair.	C	The <i>Healthy Home</i> display was included in our Sustainability booth at the County Fair in August 2012.
Also see Recycle at Work Outreach Strategies.		See <i>Recycle at Work</i> section.
Recycling Activities	Status	Implementation Notes
Continue to promote the Metro Hazardous Waste facilities as a safe way to dispose of unwanted paint and other hazardous materials. Some of the materials collected are reused or recycled.	O	We continue to promote the Metro Hazardous Waste facilities as the safe way to dispose of hazardous waste. We also promote the <i>Paintcare</i> locations as a way to dispose of unwanted paint.

Other		
Required Elements	Status	Implementation Notes
Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) Unincorporated Clackamas County and the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are in compliance with the Regional Service Standard.	○	Clackamas County and all the cities within the county continue to be in compliance with the regional service standard.
Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed). Clackamas County Office of Sustainability will continue to monitor recovery levels throughout Clackamas County. We will continue to respond with increased outreach, education and troubleshooting should there be areas falling behind.	○	Our outreach and activities continue to actively promote increasing recovery and recycling. Through the <i>Monthly Recycling Reports</i> we monitor recycling levels throughout the county. We continue to respond with increased outreach and education if areas appear to be falling behind.
Participate in at least one regional waste reduction planning group. Clackamas County Office of Sustainability staff participates in several regional work groups including Solid Waste Directors, Business Recycling and the Local Government work group.	○	Staff participates in Solid Waste Directors, the Business Recycling Workgroup, the Local Government Workgroup and the Compostable Products Workgroup.
Waste Prevention Activities	Status	Implementation Notes
Continue to co-fund 1 FTE Waste Reduction Education Coordinator with the Clackamas County Refuse and Recycling Association to provide waste reduction assistance to ≈150 schools in the County with a focus on the Oregon Green Schools program. Also applies to Recycling Activity section.	○	We continue to co-fund the Waste Reduction Education Coordinator who provides resource conservation education and assistance to the estimated 150 schools in the County. About 5,340 students and 550 school staff members attended waste audits, presentations and Oregon Green Schools assemblies. As of June 30, 2013, Clackamas County has 48 active Oregon Green Schools.
Participate in any regional waste prevention activity that is part of the Local Government Workgroup work plan.	○	We actively participate in any regional waste prevention activity that is part of the Local Government Workgroup plan. Promoting Catalog Choice was one of the primary regional waste prevention activities this fiscal year.

Recycling Activities	Status	Implementation Notes
Office of Sustainability staff will continue to review site designs and work with developers to ensure there is adequate space and access for garbage and recycling receptacles. This is a requirement for new commercial and multifamily developments in unincorporated Clackamas County under Section 1021 of Clackamas County's Zoning and Development Ordinance.	C	Staff continued to review site designs and work with developers to ensure there was adequate space and access for garbage and recycling receptacles. In FY 13-14 Planning Division staff will be completing this review in FY 13-14, our role will change to one of the supporting Subject Matter Expert.
ClearStreams, used for collecting cans and plastic bottles for recycling, are loaned to community events, local festivals, farmers markets and sporting events. An events recycling contractor coordinates this popular program.	C	ClearStreams continue to be loaned to local festivals, farmers markets, fundraisers and sporting events. They were used at 90+ events this fiscal year. From September to June they are loaned to schools for can and plastic bottle recycling.

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

In the Matter of an Agreement
between the City of Barlow
and Clackamas County

ORDER NO. 88-11


This matter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised:

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore

IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution of this State.

DATED this 7th day of January, 1988⁸.

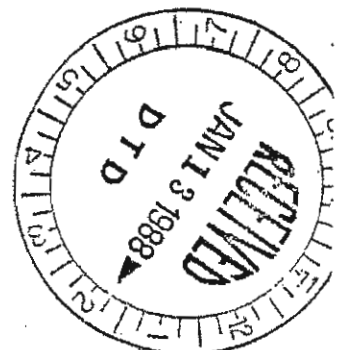
BOARD OF COUNTY COMMISSIONERS


Ed Lindquist - Chairman


Dale Harlan - Commissioner


Darlene Hooley - Commissioner

DTD



D. Phillips



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

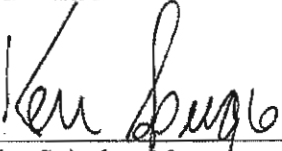
Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

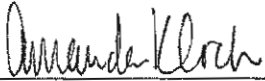
This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spiegler - Manager
Community Environment Division

10-15-09
Date



Amanda Klock- Interim City Administrator
City of Canby

11-04-09
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER

9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

RECEIVED

JUL 25 2008

CITY OF DAMASCUS

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Damascus (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

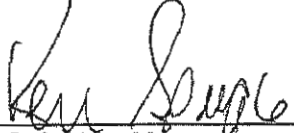
Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

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continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

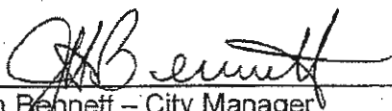
This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager
Community Environment Division, Clackamas County

7-23-08
Date



Jim Bennett – City Manager
City of Damascus

7/28/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within in all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

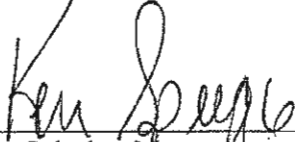
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

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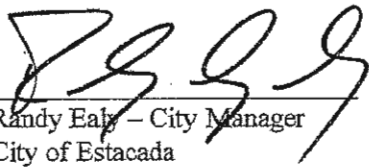
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle - Manager
Community Environment Division, Clackamas County

9-5-08

Date



Randy Ealy - City Manager
City of Estacada

9-8-08

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

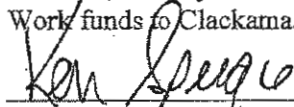
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Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

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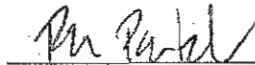
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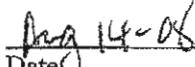
Ken Spiegle - Manager
Community Environment Division



Date



Ron Partch - Administrator
City of Gladstone



Date

INTERGOVERNMENTAL AGREEMENT

Between the City of Happy Valley and Clackamas County

This agreement is entered into this 16th day of September, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering Solid Waste Management Services on behalf of the City; and

NOW THEREFORE, Clackamas County and the City of Happy Valley hereby agree to the following:

A. Effective Date and Termination

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

B. The County Shall:

1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.

3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.
4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

C. The City shall:

1. Collaborate with the County on waste reduction and recycling educational and promotional programs delivered in the community.

D. Compensation

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

E. Attorney Fees

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

F. Amendment

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

G. Hold Harmless

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney (s) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the acts and omissions of County.

H. Severability

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

CITY of Happy Valley

By: Robert C. Warden Date: 09/18/07
Mayor

ATTEST:
By: Maryann Warden Date: 9/18/07
City Recorder

Approved as to Form:
By: Thomas Spaully Date: 10/17/07
City Attorney

CLACKAMAS COUNTY

By: [Signature] Date: 2-7-08 C.1
Chairperson, Clackamas County
Board of Commissioners

Approved as to Form:
By: David W. Aleson Date: 2/7/08
County Counsel

ATTEST:
By: Mary Racthke Date: 2-7-08
Recording Secretary



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Lake Oswego (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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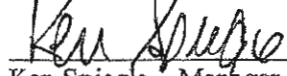
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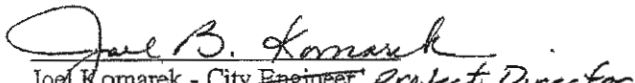
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle - Manager
Community Environment Division

7-30-08
Date


Joel Komarek - City Engineer *Project Director*
City of Lake Oswego

8/1/2008
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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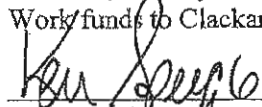
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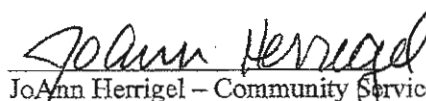
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Ken Spiegler - Manager
Community Environment Division

7-30-08
Date



JoAnn Herrigel - Community Services Director
City of Milwaukie

8/1/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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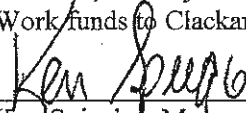
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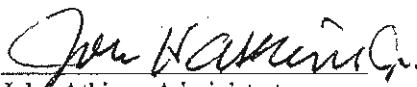
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Ken Spiegle - Manager
Community Environment Division

7-30-08
Date



John Atkins - Administrator
City of Molalla

09-25-08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the River Cities Environmental Services District (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

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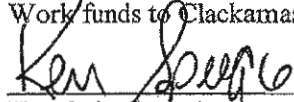
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Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

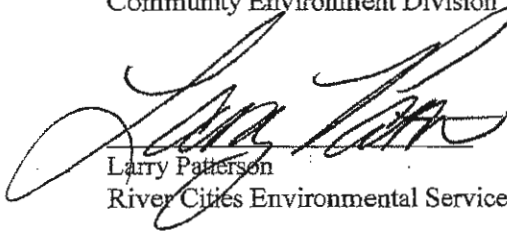
This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegler - Manager
Community Environment Division

7-30-08
Date



Larry Paterson
River Cities Environmental Services District

9/23/08
Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Sandy (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

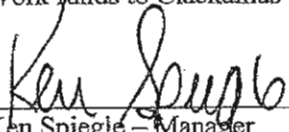
Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

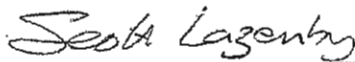
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegler - Manager
Community Environment Division

7-30-08

Date



Scott Lazenby - City Manager
City of Sandy

8/1/08

Date



Campbell M. Gilmour
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Wilsonville (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1st of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

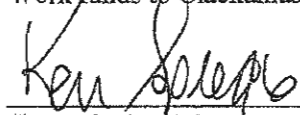
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Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

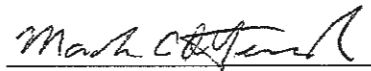
This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle - Manager
Community Environment Division

8-1-08
Date



Mark C. Ottenad
City of Wilsonville

8/15/08
Date



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

6

Board of Commissioners
Clackamas County

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

Members of the Board:

**Approval of a Contract Amendment with Wildish Standard Paving Co. for the
Clackamas River at Springwater Road Bridge (1446) Replacement**

Purpose/Outcomes	Authorization of a contract amendment for extra work items.
Dollar Amount and Fiscal Impact	\$305,451.21 Currently budgeted for the 2013-14 fiscal year
Funding Source	Transportation System Development Charge's (TSDC's)
Safety Impact	The existing bridge was nearing the end of its functional life and needs to be replaced.
Duration	Execution through December 31, 2015 (no change to existing contract)
Previous Board Action	April 28, 2012: Approval of contract with Wildish Standard Paving Co. September 17, 2013: Study Session regarding this proposed amendment
Contact Person	Stan Monte, Project Manager 503-742-4678

BACKGROUND:

DTD is recommending approval of a construction contract amendment with Wildish Standard Paving Co. for the Clackamas River (Springwater Road) Bridge Replacement Project. Construction began on the Carver Bridge in 2012 and has significantly progressed since. The existing bridge was demolished and currently, traffic is using a detour bridge while the new bridge is being constructed. As work has progressed, it is apparent that a Contract Amendment is required to address numerous changes to the work as summarized on the attached spreadsheet.

The original construction contract with Wildish Standard Paving Co. was \$8,849,060.11. The proposed value of Amendment #1 is \$305,451.21, resulting in a new total contract value of \$9,154,511.32. There is no change to the contract duration.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached contract amendment with Wildish Standard Paving Co. for the Clackamas River (Springwater Road) Bridge Replacement Project.

Sincerely,

Mike Bezner, PE
Transportation Engineering Manager

Placed on the Nov. 27, 2013 Agenda by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

November 27, 2013

MEMORANDUM TO THE BOARD OF COUNTY
COMMISSIONERS

Please place on the Board Agenda of November 27, 2013, this Amendment #1 to the contract with Wildish Standard Paving Co for the **Clackamas River at Springwater Road Bridge (1446) Replacement**. This amendment was requested by Stan Monte, Project Manager. The original contract amount was \$8,849,060.11. Amendment #1 will increase the compensation by \$305,451.21 to cover additional work resulting from numerous changes detailed in Attachment "A". The new contract amount is not to exceed \$9,154,511.32. This amendment is in compliance with LCRB Rule C047-0800 and has been reviewed and approved by County Counsel. Funds are available in account line 416-2433-02105-481200-22085.

Respectfully Submitted,

Kathryn M. Holder

Kathryn M. Holder
Purchasing Staff



John S. Foote, District Attorney for Clackamas County

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

8

November 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

Intergovernmental Agreements Between Clackamas County and cities of Canby, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, and West Linn to provide for distribution of civil forfeiture proceeds.

Purpose/Outcomes	To provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A.
Dollar Amount and Fiscal Impact	The CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.
Funding Source	Seizing agency, when Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency.
Safety Impact	The County shall use shared forfeiture proceeds as permitted by ORS 131A.360, for the expenses of the District Attorney's Office in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances.
Duration	The Agreement will automatically renew each year on the anniversary date of the Agreement unless terminated earlier in accordance with terms.
Previous Board Action/Review	None
Contact Person	Sarah Brown, District Attorney's Office, 503-650-3532

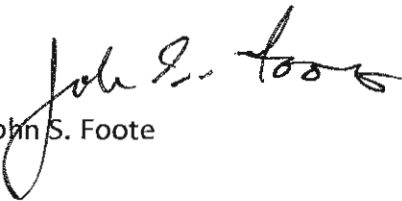
BACKGROUND:

In 2002, the Board approved Intergovernmental Agreements (IGAs) relating to criminal forfeiture between the Clackamas County District Attorney's Office and cities listed above. The District Attorney's Office has not previously entered into an IGA relating to civil forfeiture with any city.

RECOMMENDATION:

I respectfully recommend that the Board of County Commissioners approve the Intergovernmental Agreements between Clackamas Count and the Cities of Canby, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City, and West Linn as submitted.

Respectfully,



John S. Foote

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY
FOR DISTRIBUTION OF CIVIL FORFEITURE PROCEEDS**

Clackamas County and the City of Canby enter into this agreement to provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A, for the expenses of the Clackamas County District Attorney in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances, following judgment of property seized for civil forfeiture by the City of Canby Police Department.

WHEREAS, distribution of civil forfeiture proceeds may be made pursuant to intergovernmental agreement under ORS Chapter 190 and ORS 131A.360; and

WHEREAS, ORS 131A.350 and 131A.360 (6) (e) permit a forfeiting agency to share forfeited property with a district attorney; Now, therefore the parties agree as follows:

SECTION 1. PARTIES

- 1.1 Clackamas County (COUNTY) is a political subdivision of the State of Oregon, organized and existing under the laws and the constitution of the State of Oregon. The Clackamas County District Attorney's Office (DA) is a department of the COUNTY.
- 1.2 The City of Canby (CITY) is a municipal corporation organized and existing under the laws and the constitution of the State of Oregon, and for purposes of this agreement is the Forfeiting Agency, as that term is defined in ORS 131A.005(4). The City of Canby Police Department is a law enforcement agency of the CITY and for purposes of this agreement is the Seizing Agency as that term is defined in ORS 131A.005(15).

SECTION 2. AGREEMENT

- 2.1 CITY agrees that when the Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency, CITY will share civil forfeiture proceeds that arise from prohibited conduct, as defined in ORS 131A.005(12)(a), by the terms of this Agreement and ORS 131A.360 (6)(e).
- 2.2 CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.

- 2.3 COUNTY shall use shared forfeiture proceeds as permitted by ORS 131A.360, for the expenses of the DA in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances.
- 2.4 In the event a court of competent jurisdiction orders forfeiture proceeds forfeited to the CITY returned to a claimant, or transferred or conveyed to a third party, the COUNTY shall return its proportionate share of the property ordered returned, however the COUNTY shall not be liable for amounts ordered paid as a result of CITY'S noncompliance with ORS 131A.
- 2.5 COUNTY, through the DA, at the request of the Seizing Agency shall promptly assist the Seizing Agency and the Seizing Agency's civil forfeiture counsel in determining criminal charges and evaluating whether to seek civil forfeiture of seized property.

SECTION 3. EXCLUSION

Specifically excluded from this Agreement are civil forfeiture proceeds that result from ex parte civil forfeiture judgment obtained pursuant to ORS 131A.200, or a final judgment in a forfeiture action made pursuant to ORS 131A.225 when the CITY is the seizing agency as part of the Metro Gang Task Force, or when the CITY is the seizing agency but a final judgment is entered in a jurisdiction other than Clackamas County.

SECTION 4. DISTRIBUTION PROCEDURE

- 4.1 After a final judgment of forfeiture is entered, CITY shall first determine whether it will retain, sell, lease, lend or transfer forfeited property as permitted in 131A.350 and shall maintain written documentation of that decision. If the CITY determines it will retain and use the property, then distribution share of proceeds to the COUNTY for the DA shall be based on the fair market value at the time of the entry of judgment.
- 4.2 Prior to distribution of forfeiture proceeds to COUNTY for the DA, the CITY shall first pay from the proceeds the costs incurred by the Seizing Agency as allowed in ORS 131A.350 (2) and 131A.360 (3). Then after making all payments and deductions required by ORS 131A.360 (4) and (5), the remaining forfeiture proceeds shall be shared by terms of this Agreement.
- 4.3 CITY shall make distributions to COUNTY for the DA once every three months, but not before 30 days following entry of final judgment. Notwithstanding, if a notice of appeal is filed in the forfeiture action CITY'S obligations will not arise until 30 days after a final determination on appeal

SECTION 5. LIABILITY/INDEMNIFICATION

5.1 CITY and COUNTY shall defend, save harmless, and indemnify the other against any claim, demand, action or suit, arising out this Agreement as a result of any alleged act or omission of its respective employees, officers, or agents.

SECTION 6. DISPUTE RESOLUTION

6.1 The parties agree that in the event of a dispute between the parties, each will use its best effort to resolve the dispute informally through consultation and communication, or other forms of non-binding dispute resolution mutually acceptable to the parties.

6.2 The cost of arbitration or mediation shall be shared equally by the parties, and each party shall be solely responsible for its own attorney fees, if any.

6.3 Should questions arise and need further clarification the parties establish the following direct lines of communication to ensure a timely response to inquiries. The following persons are the primary points of contact.

COUNTY
Clackamas County Counsel
2051 Kaen Rd.
Oregon City, OR 97045
Ph: 503-655-8362
Fx: 503-742-5397

CITY
Canby
122 N. Holly
Canby, OR 97013
Ph: 503-266-1104
Fx: 503-266-9316

DISTRICT ATTORNEY
Clackamas County District Attorney's Office
807 Main Street
Oregon City, OR 97045
Ph: 503-655-8431
Fx: 503-650-8943

SECTION 7. MODIFICATION/AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Amendments become part of this agreement only after the written amendment has been signed by both parties.

SECTION 8. TERM OF AGREEMENT

This Agreement will be effective on the date all authorized signatures have been acquired. Thereafter, the Agreement will automatically renew each year on the anniversary date of the Agreement unless terminated earlier in accordance with its terms.

SECTION 9. TERMINATION

- 9.1** This Agreement may be terminated by mutual consent of both parties, or by either party upon sixty (60) days notice to the other in writing or delivered by certified mail or in person.
- 9.2** Parties may terminate this Agreement effective upon delivery of written notice to the other for any failure to perform a respective obligation in accordance with this Agreement.
- 9.3** Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

SECTION 10. INTEGRATION

This Agreement and attachments contain the entire agreement between the COUNTY and CITY and supersede all prior written or oral discussions or agreements.

SECTION 11. SEVERABILITY

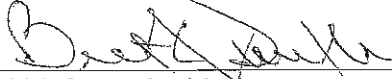
If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement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

Signature Page Follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized offices on the dates hereafter written:

CITY OF CANBY

Dated this 30 day of November 2012



Chief Bret Smith

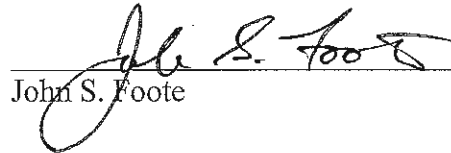
Date

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

DISTRICT ATTORNEY



John S. Foote

Date

11/9/12

County Counsel

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF GLADSTONE
FOR DISTRIBUTION OF CIVIL FORFEITURE PROCEEDS**

Clackamas County and the City of Gladstone enter into this agreement to provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A, for the expenses of the Clackamas County District Attorney in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances, following judgment of property seized for civil forfeiture by the City of Gladstone Police Department.

WHEREAS, distribution of civil forfeiture proceeds may be made pursuant to intergovernmental agreement under ORS Chapter 190 and ORS 131A.360; and

WHEREAS, ORS 131A.350 and 131A.360 (6) (3) permit a forfeiting agency to share forfeited property with a district attorney; Now, therefore the parties agree as follows:

SECTION 1. PARTIES

- 1.1 Clackamas County (COUNTY) is a political subdivision of the State of Oregon, organized and existing under the laws and the constitution of the State of Oregon. The Clackamas County District Attorney's Office (DA) is a department of the COUNTY.
- 1.2 The City of Gladstone (CITY) is a municipal corporation organized and existing under the laws and the constitution of the State of Oregon, and for purposes of this agreement is the Forfeiting Agency, as that term is defined in ORS 131A.005(4). The City of Gladstone Police Department is a law enforcement agency of the CITY and for purposes of this agreement is the Seizing Agency as that term is defined in ORS 131A.005(15).

SECTION 2. AGREEMENT

- 2.1 CITY agrees that when the Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency, CITY will share civil forfeiture proceeds that arise from prohibited conduct, as defined in ORS 131A.005(12)(a), by the terms of this Agreement and ORS 131A.360.
- 2.2 CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.

- 2.3 COUNTY shall use shared forfeiture proceeds as permitted by ORS 131A.360, for the expenses of the DA in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances.
- 2.4 In the event a court of competent jurisdiction orders forfeiture proceeds forfeited to the CITY returned to a claimant, or transferred or conveyed to a third party, the COUNTY shall return its proportionate share of the property ordered returned, however the COUNTY shall not be liable for amounts ordered paid as a result of CITY'S noncompliance with ORS 131A.
- 2.5 COUNTY, through the DA, at the request of the Seizing Agency shall promptly assist the Seizing Agency and the Seizing Agency's civil forfeiture counsel in determining criminal charges and evaluating whether to seek civil forfeiture of seized property.

SECTION 3. EXCLUSION

Specifically excluded from this Agreement are civil forfeiture proceeds that result from an ex parte civil forfeiture judgment obtained pursuant to ORS 131A.200, or a final judgment in a forfeiture action made pursuant to ORS 131A.225 when the CITY is not the Forfeiting Agency, or when a final judgment is entered in a jurisdiction other than Clackamas County.

SECTION 4. DISTRIBUTION PROCEDURE

- 4.1 After a final judgment of forfeiture is entered, CITY shall first determine whether it will retain, sell, lease, lend or transfer forfeited property as permitted in 131A.350 and shall maintain written documentation of that decision. If the CITY determines it will retain and use the property, then distribution share of proceeds to the COUNTY for the DA shall be based on the fair market value at the time of the entry of judgment.
- 4.2 Prior to distribution of forfeiture proceeds to COUNTY for the DA, the CITY shall first pay from the proceeds the costs incurred by the Seizing Agency as allowed in ORS 131A.350 (2) and 131A.360 (3). Then after making all payments and deductions required by ORS 131A.360 (4) and (5), the remaining forfeiture proceeds shall be shared by terms of this Agreement.
- 4.3 CITY shall make distributions to COUNTY for the DA once every three months, but not before 30 days following entry of final judgment. Notwithstanding, if a notice of appeal is filed in the forfeiture action CITY'S obligations will not arise until 30 days after a final determination on appeal.

SECTION 5. LIABILITY/INDEMNIFICATION

- 5.1 CITY and COUNTY shall defend, save harmless, and indemnify the other against any claim, demand, action or suit, arising out this Agreement as a result of any alleged act or omission of its respective employees, officers, or agents.

SECTION 6. DISPUTE RESOLUTION

- 6.1 The parties agree that in the event of a dispute between the parties, each will use its best effort to resolve the dispute informally through consultation and communication, or other forms of non-binding dispute resolution mutually acceptable to the parties.
- 6.2 The cost of arbitration or mediation shall be shared equally by the parties, and each party shall be solely responsible for its own attorney fees, if any.
- 6.3 Should questions arise and need further clarification the parties establish the following direct lines of communication to ensure a timely response to inquiries. The following persons are the primary points of contact.

COUNTY
Clackamas County Counsel
2051 Kaen Rd.
Oregon City, OR 97045
Ph: 503-655-8362
Fx: 503-742-5397

CITY
Gladstone
535 Portland Avenue
Gladstone, OR 97027
Ph: 503-557-2797
Fx: 503-650-8938

DISTRICT ATTORNEY
Clackamas County District Attorney's Office
807 Main Street
Oregon City, OR 97045
Ph: 503-655-8431
Fx: 503-650-8943

SECTION 7. MODIFICATION/AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Amendments become part of this agreement only after the written amendment has been signed by both parties.

SECTION 8. TERM OF AGREEMENT

This Agreement will be effective on the date all authorized signatures have been acquired. Thereafter, the Agreement will automatically renew each year on the anniversary date of the Agreement unless terminated earlier in accordance with its terms.

SECTION 9. TERMINATION

- 9.1 This Agreement may be terminated by mutual consent of both parties, or by either party upon sixty (60) days notice to the other in writing or delivered by certified mail or in person.
- 9.2 Parties may terminate this Agreement effective upon delivery of written notice to the other for any failure to perform a respective obligation in accordance with this Agreement.
- 9.3 Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

SECTION 10. INTEGRATION

This Agreement and attachments contain the entire agreement between the COUNTY and CITY and supersede all prior written or oral discussions or agreements.

SECTION 11. SEVERABILITY

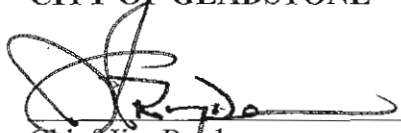
If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement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

Signature Page Follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized offices on the dates hereafter written:

CITY OF GLADSTONE

Dated this th 10 day of June, 2013.



Chief Jim Pryde

BOARD OF COUNTY COMMISSIONERS

6/18/13

Date

Chair

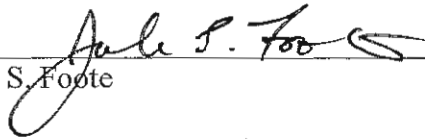
APPROVED AS TO FORM

Recording Secretary

County Counsel

DISTRICT ATTORNEY

Date



John S. Foote

6/19/13

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF LAKE OSWEGO
FOR DISTRIBUTION OF CIVIL FORFEITURE PROCEEDS**

Clackamas County and the City of Lake Oswego enter into this agreement to provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A, for the expenses of the Clackamas County District Attorney in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances, following judgment of property seized for civil forfeiture by the City of Lake Oswego Police Department.

WHEREAS, distribution of civil forfeiture proceeds may be made pursuant to intergovernmental agreement under ORS Chapter 190 and ORS 131A.360; and

WHEREAS, ORS 131A.350 and 131A.360 (6) (3) permit a forfeiting agency to share forfeited property with a district attorney; Now, therefore the parties agree as follows:

SECTION 1. PARTIES

- 1.1 Clackamas County (COUNTY) is a political subdivision of the State of Oregon, organized and existing under the laws and the constitution of the State of Oregon. The Clackamas County District Attorney's Office (DA) is a department of the COUNTY.
- 1.2 The City of Lake Oswego (CITY) is a municipal corporation organized and existing under the laws and the constitution of the State of Oregon, and for purposes of this agreement is the Forfeiting Agency, as that term is defined in ORS 131A.005(4). The City of Lake Oswego Police Department is a law enforcement agency of the CITY and for purposes of this agreement is the Seizing Agency as that term is defined in ORS 131A.005(15).

SECTION 2. AGREEMENT

- 2.1 CITY agrees that when the Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency, CITY will share civil forfeiture proceeds that arise from prohibited conduct, as defined in ORS 131A.005(12)(a), by the terms of this Agreement and ORS 131A.360.
- 2.2 CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.

- 2.3 COUNTY shall use shared forfeiture proceeds as permitted by ORS 131A.360, for the expenses of the DA in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances.
- 2.4 In the event a court of competent jurisdiction orders forfeiture proceeds forfeited to the CITY returned to a claimant, or transferred or conveyed to a third party, the COUNTY shall return its proportionate share of the property ordered returned, however the COUNTY shall not be liable for amounts ordered paid as a result of CITY'S noncompliance with ORS 131A.
- 2.5 COUNTY, through the DA, at the request of the Seizing Agency shall promptly assist the Seizing Agency and the Seizing Agency's civil forfeiture counsel in determining criminal charges and evaluating whether to seek civil forfeiture of seized property.

SECTION 3. EXCLUSION

Specifically excluded from this Agreement are civil forfeiture proceeds that result from an ex parte civil forfeiture judgment obtained pursuant to ORS 131A.200, or a final judgment in a forfeiture action made pursuant to ORS 131A.225 when the CITY is not the Forfeiting Agency, or when a final judgment is entered in a jurisdiction other than Clackamas County.

SECTION 4. DISTRIBUTION PROCEDURE

- 4.1 After a final judgment of forfeiture is entered, CITY shall first determine whether it will retain, sell, lease, lend or transfer forfeited property as permitted in 131A.350 and shall maintain written documentation of that decision. If the CITY determines it will retain and use the property, then distribution share of proceeds to the COUNTY for the DA shall be based on the fair market value at the time of the entry of judgment.
- 4.2 Prior to distribution of forfeiture proceeds to COUNTY for the DA, the CITY shall first pay from the proceeds the costs incurred by the Seizing Agency as allowed in ORS 131A.350 (2) and 131A.360 (3). Then after making all payments and deductions required by ORS 131A.360 (4) and (5), the remaining forfeiture proceeds shall be shared by terms of this Agreement.
- 4.3 CITY shall make distributions to COUNTY for the DA once every three months, but not before 30 days following entry of final judgment. Notwithstanding, if a notice of appeal is filed in the forfeiture action CITY'S obligations will not arise until 30 days after a final determination on appeal

SECTION 5. LIABILITY/INDEMNIFICATION

5.1 CITY and COUNTY shall defend, save harmless, and indemnify the other against any claim, demand, action or suit, arising out this Agreement as a result of any alleged act or omission of its respective employees, officers, or agents.

SECTION 6. DISPUTE RESOLUTION

6.1 The parties agree that in the event of a dispute between the parties, each will use its best effort to resolve the dispute informally through consultation and communication, or other forms of non-binding dispute resolution mutually acceptable to the parties.

6.2 The cost of arbitration or mediation shall be shared equally by the parties, and each party shall be solely responsible for its own attorney fees, if any.

6.3 Should questions arise and need further clarification the parties establish the following direct lines of communication to ensure a timely response to inquiries. The following persons are the primary points of contact.

COUNTY
Clackamas County Counsel
2051 Kaen Rd.
Oregon City, OR 97045
Ph: 503-655-8362
Fx: 503-742-5397

CITY
Lake Oswego
PO Box 369
Lake Oswego, OR 97034
Ph: 503-635-0250
Fx: 503-697-7406

DISTRICT ATTORNEY
Clackamas County District Attorney's Office
807 Main Street
Oregon City, OR 97045
Ph: 503-655-8431
Fx: 503-650-8943

SECTION 7. MODIFICATION/AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Amendments become part of this agreement only after the written amendment has been signed by both parties.

SECTION 8. TERM OF AGREEMENT

This Agreement will be effective on the date all authorized signatures have been acquired. Thereafter, the Agreement will automatically renew each year on the anniversary date of the Agreement unless terminated earlier in accordance with its terms.

SECTION 9. TERMINATION

- 9.1 This Agreement may be terminated by mutual consent of both parties, or by either party upon sixty (60) days notice to the other in writing or delivered by certified mail or in person.
- 9.2 Parties may terminate this Agreement effective upon delivery of written notice to the other for any failure to perform a respective obligation in accordance with this Agreement.
- 9.3 Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

SECTION 10. INTEGRATION

This Agreement and attachments contain the entire agreement between the COUNTY and CITY and supersede all prior written or oral discussions or agreements.

SECTION 11. 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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature Page Follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized offices on the dates hereafter written:

CITY OF LAKE OSWEGO

Dated this ____ day of _____, _____.

Don Johnson
Chief Don Johnson

BOARD OF COUNTY COMMISSIONERS

1/24/11
Date

Chair

APPROVED AS TO FORM

Recording Secretary

Scott DeL...
City Attorney

DISTRICT ATTORNEY

1/24/11 City for CP
Date

John S. Foote
John S. Foote

County Counsel

11/19/13
Date

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF MILWAUKIE
FOR DISTRIBUTION OF CIVIL FORFEITURE PROCEEDS**

Clackamas County and the City of Milwaukie enter into this agreement to provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A, for the expenses of the Clackamas County District Attorney in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances, following judgment of property seized for civil forfeiture by the City of Milwaukie Police Department.

WHEREAS, distribution of civil forfeiture proceeds may be made pursuant to intergovernmental agreement under ORS Chapter 190 and ORS 131A.360; and

WHEREAS, ORS 131A.350 and 131A.360 (6) (3) permit a forfeiting agency to share forfeited property with a district attorney; Now, therefore the parties agree as follows:

SECTION 1. PARTIES

- 1.1 Clackamas County (COUNTY) is a political subdivision of the State of Oregon, organized and existing under the laws and the constitution of the State of Oregon. The Clackamas County District Attorney's Office (DA) is a department of the COUNTY.
- 1.2 The City of Milwaukie (CITY) is a municipal corporation organized and existing under the laws and the constitution of the State of Oregon, and for purposes of this agreement is the Forfeiting Agency, as that term is defined in ORS 131A.005(4). The City of Milwaukie Police Department is a law enforcement agency of the CITY and for purposes of this agreement is the Seizing Agency as that term is defined in ORS 131A.005(15).

SECTION 2. AGREEMENT

- 2.1 CITY agrees that when the Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency, CITY will share civil forfeiture proceeds that arise from prohibited conduct, as defined in ORS 131A.005(12)(a), by the terms of this Agreement and ORS 131A.360.
- 2.2 CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.

- 2.3 COUNTY shall use shared forfeiture proceeds as permitted by ORS 131A.360, for the expenses of the DA in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances.
- 2.4 In the event a court of competent jurisdiction orders forfeiture proceeds forfeited to the CITY returned to a claimant, or transferred or conveyed to a third party, the COUNTY shall return its proportionate share of the property ordered returned, however the COUNTY shall not be liable for amounts ordered paid as a result of CITY'S noncompliance with ORS 131A.
- 2.5 COUNTY, through the DA, at the request of the Seizing Agency shall promptly assist the Seizing Agency and the Seizing Agency's civil forfeiture counsel in determining criminal charges and evaluating whether to seek civil forfeiture of seized property.

SECTION 3. EXCLUSION

Specifically excluded from this Agreement are civil forfeiture proceeds that result from an ex parte civil forfeiture judgment obtained pursuant to ORS 131A.200, or a final judgment in a forfeiture action made pursuant to ORS 131A.225 when the CITY is not the Forfeiting Agency, or when a final judgment is entered in a jurisdiction other than Clackamas County.

SECTION 4. DISTRIBUTION PROCEDURE

- 4.1 After a final judgment of forfeiture is entered, CITY shall first determine whether it will retain, sell, lease, lend or transfer forfeited property as permitted in 131A.350 and shall maintain written documentation of that decision. If the CITY determines it will retain and use the property, then distribution share of proceeds to the COUNTY for the DA shall be based on the fair market value at the time of the entry of judgment.
- 4.2 Prior to distribution of forfeiture proceeds to COUNTY for the DA, the CITY shall first pay from the proceeds the costs incurred by the Seizing Agency as allowed in ORS 131A.350 (2) and 131A.360 (3). Then after making all payments and deductions required by ORS 131A.360 (4) and (5), the remaining forfeiture proceeds shall be shared by terms of this Agreement.
- 4.3 CITY shall make distributions to COUNTY for the DA once every three months, but not before 30 days following entry of final judgment. Notwithstanding, if a notice of appeal is filed in the forfeiture action CITY'S obligations will not arise until 30 days after a final determination on appeal

SECTION 5. LIABILITY/INDEMNIFICATION

5.1 CITY and COUNTY shall defend, save harmless, and indemnify the other against any claim, demand, action or suit, arising out this Agreement as a result of any alleged act or omission of its respective employees, officers, or agents.

SECTION 6. DISPUTE RESOLUTION

6.1 The parties agree that in the event of a dispute between the parties, each will use its best effort to resolve the dispute informally through consultation and communication, or other forms of non-binding dispute resolution mutually acceptable to the parties.

6.2 The cost of arbitration or mediation shall be shared equally by the parties, and each party shall be solely responsible for its own attorney fees, if any.

6.3 Should questions arise and need further clarification the parties establish the following direct lines of communication to ensure a timely response to inquiries. The following persons are the primary points of contact.

COUNTY
Clackamas County Counsel
2051 Kaen Rd.
Oregon City, OR 97045
Ph: 503-655-8362
Fx: 503-742-5397

CITY
Milwaukie
3200 SE Harrison Street
Milwaukie, OR 97222
Ph: 503-786-7400
Fx: 503-786-7426

DISTRICT ATTORNEY
Clackamas County District Attorney’s Office
807 Main Street
Oregon City, OR 97045
Ph: 503-655-8431
Fx: 503-650-8943

SECTION 7. MODIFICATION/AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Amendments become part of this agreement only after the written amendment has been signed by both parties.

SECTION 8. TERM OF AGREEMENT

This Agreement will be effective on the date all authorized signatures have been acquired. Thereafter, the Agreement will automatically renew each year on the anniversary date of the Agreement unless terminated earlier in accordance with its terms.

SECTION 9. TERMINATION

- 9.1 This Agreement may be terminated by mutual consent of both parties, or by either party upon sixty (60) days notice to the other in writing or delivered by certified mail or in person.
- 9.2 Parties may terminate this Agreement effective upon delivery of written notice to the other for any failure to perform a respective obligation in accordance with this Agreement.
- 9.3 Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

SECTION 10. INTEGRATION

This Agreement and attachments contain the entire agreement between the COUNTY and CITY and supersede all prior written or oral discussions or agreements.

SECTION 11. 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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature Page Follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized offices on the dates hereafter written:

CITY OF MILWAUKIE

Dated this 17 day of January 2013

Bob Jordan

Chief Robert Jordan

BOARD OF COUNTY COMMISSIONERS

1/17/13

Date

Chair

APPROVED AS TO FORM

Recording Secretary

DISTRICT ATTORNEY

County Counsel

John S. Foote

John S. Foote

Date

Date

4/19/13

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF MOLALLA
FOR DISTRIBUTION OF CIVIL FORFEITURE PROCEEDS**

Clackamas County and the City of Molalla enter into this agreement to provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A, for the expenses of the Clackamas County District Attorney in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances, following judgment of property seized for civil forfeiture by the City of Molalla Police Department.

WHEREAS, distribution of civil forfeiture proceeds may be made pursuant to intergovernmental agreement under ORS Chapter 190 and ORS 131A.360; and

WHEREAS, ORS 131A.350 and 131A.360 (6) (3) permit a forfeiting agency to share forfeited property with a district attorney; Now, therefore the parties agree as follows:

SECTION 1. PARTIES

- 1.1 Clackamas County (COUNTY) is a political subdivision of the State of Oregon, organized and existing under the laws and the constitution of the State of Oregon. The Clackamas County District Attorney's Office (DA) is a department of the COUNTY.
- 1.2 The City of Molalla (CITY) is a municipal corporation organized and existing under the laws and the constitution of the State of Oregon, and for purposes of this agreement is the Forfeiting Agency, as that term is defined in ORS 131A.005(4). The City of Molalla Police Department is a law enforcement agency of the CITY and for purposes of this agreement is the Seizing Agency as that term is defined in ORS 131A.005(15).

SECTION 2. AGREEMENT

- 2.1 CITY agrees that when the Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency, CITY will share civil forfeiture proceeds that arise from prohibited conduct, as defined in ORS 131A.005(12)(a), by the terms of this Agreement and ORS 131A.360.
- 2.2 CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.

- 2.3 COUNTY shall use shared forfeiture proceeds as permitted by ORS 131A.360, for the expenses of the DA in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances.
- 2.4 In the event a court of competent jurisdiction orders forfeiture proceeds forfeited to the CITY returned to a claimant, or transferred or conveyed to a third party, the COUNTY shall return its proportionate share of the property ordered returned, however the COUNTY shall not be liable for amounts ordered paid as a result of CITY'S noncompliance with ORS 131A.
- 2.5 COUNTY, through the DA, at the request of the Seizing Agency shall promptly assist the Seizing Agency and the Seizing Agency's civil forfeiture counsel in determining criminal charges and evaluating whether to seek civil forfeiture of seized property.

SECTION 3. EXCLUSION

Specifically excluded from this Agreement are civil forfeiture proceeds that result from an ex parte civil forfeiture judgment obtained pursuant to ORS 131A.200, or a final judgment in a forfeiture action made pursuant to ORS 131A.225 when the CITY is not the Forfeiting Agency, or when a final judgment is entered in a jurisdiction other than Clackamas County.

SECTION 4. DISTRIBUTION PROCEDURE

- 4.1 After a final judgment of forfeiture is entered, CITY shall first determine whether it will retain, sell, lease, lend or transfer forfeited property as permitted in 131A.350 and shall maintain written documentation of that decision. If the CITY determines it will retain and use the property, then distribution share of proceeds to the COUNTY for the DA shall be based on the fair market value at the time of the entry of judgment.
- 4.2 Prior to distribution of forfeiture proceeds to COUNTY for the DA, the CITY shall first pay from the proceeds the costs incurred by the Seizing Agency as allowed in ORS 131A.350 (2) and 131A.360 (3). Then after making all payments and deductions required by ORS 131A.360 (4) and (5), the remaining forfeiture proceeds shall be shared by terms of this Agreement.
- 4.3 CITY shall make distributions to COUNTY for the DA once every three months, but not before 30 days following entry of final judgment. Notwithstanding, if a notice of appeal is filed in the forfeiture action CITY'S obligations will not arise until 30 days after a final determination on appeal

SECTION 5. LIABILITY/INDEMNIFICATION

- 5.1 CITY and COUNTY shall defend, save harmless, and indemnify the other against any claim, demand, action or suit, arising out this Agreement as a result of any alleged act or omission of its respective employees, officers, or agents.

SECTION 6. DISPUTE RESOLUTION

- 6.1 The parties agree that in the event of a dispute between the parties, each will use its best effort to resolve the dispute informally through consultation and communication, or other forms of non-binding dispute resolution mutually acceptable to the parties.
- 6.2 The cost of arbitration or mediation shall be shared equally by the parties, and each party shall be solely responsible for its own attorney fees, if any.
- 6.3 Should questions arise and need further clarification the parties establish the following direct lines of communication to ensure a timely response to inquiries. The following persons are the primary points of contact.

COUNTY

Clackamas County Counsel
2051 Kaen Rd.
Oregon City, OR 97045
Ph: 503-655-8362
Fx: 503-742-5397

CITY

Molalla
117 N. Molalla Avenue
Molalla, OR 97038
Ph: 503-829-8817
Fx: 503-829-3461

DISTRICT ATTORNEY

Clackamas County District Attorney's Office
807 Main Street
Oregon City, OR 97045
Ph: 503-655-8431
Fx: 503-650-8943

SECTION 7. MODIFICATION/AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Amendments become part of this agreement only after the written amendment has been signed by both parties.

SECTION 8. TERM OF AGREEMENT

This Agreement will be effective on the date all authorized signatures have been acquired. Thereafter, the Agreement will automatically renew each year on the anniversary date of the Agreement unless terminated earlier in accordance with its terms.

SECTION 9. TERMINATION

- 9.1 This Agreement may be terminated by mutual consent of both parties, or by either party upon sixty (60) days notice to the other in writing or delivered by certified mail or in person.
- 9.2 Parties may terminate this Agreement effective upon delivery of written notice to the other for any failure to perform a respective obligation in accordance with this Agreement.
- 9.3 Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

SECTION 10. INTEGRATION

This Agreement and attachments contain the entire agreement between the COUNTY and CITY and supersede all prior written or oral discussions or agreements.

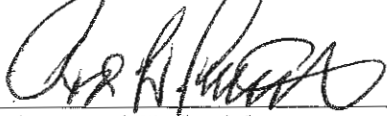
SECTION 11. SEVERABILITY

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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature Page Follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized offices on the dates hereafter written:

CITY OF MOLALLA



Chief Rod H. Lucich

Date

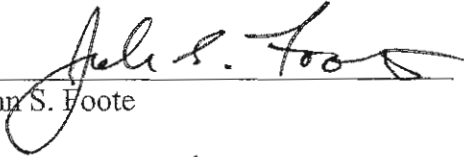
060513

Dated this ___ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS

Chair

DISTRICT ATTORNEY



John S. Foote

Date

10/19/13

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF OREGON CITY
FOR DISTRIBUTION OF CIVIL FOFEITURE PROCEEDS**

Clackamas County and the City of Oregon City enter into this agreement to provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A, for the expenses of the Clackamas County District Attorney in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances, following judgment of property seized for civil forfeiture by the City of Oregon City Police Department.

WHEREAS, distribution of civil forfeiture proceeds may be made pursuant to intergovernmental agreement under ORS Chapter 190 and ORS 131A.360; and

WHEREAS, ORS 131A.350 and 131A.360 (6) (e) permit a forfeiting agency to share forfeited property with a district attorney; Now, therefore the parties agree as follows:

SECTION 1. PARTIES

- 1.1 Clackamas County (COUNTY) is a political subdivision of the State of Oregon, organized and existing under the laws and the constitution of the State of Oregon. The Clackamas County District Attorney's Office (DA) is a department of the COUNTY.
- 1.2 The City of Oregon City (CITY) is a municipal corporation organized and existing under the laws and the constitution of the State of Oregon, and for purposes of this agreement is the Forfeiting Agency, as that term is defined in ORS 131A.005(4). The City of Oregon City Police Department is a law enforcement agency of the CITY and for purposes of this agreement is the Seizing Agency as that term is defined in ORS 131A.005(15).

SECTION 2. AGREEMENT

- 2.1 CITY agrees that when the Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency, CITY will share civil forfeiture proceeds that arise from prohibited conduct, as defined in ORS 131A.005(12)(a), by the terms of this Agreement and ORS 131A.360.
- 2.2 CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.

- 2.3 COUNTY shall use shared forfeiture proceeds as permitted by ORS 131A.360, for the expenses of the DA in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances.
- 2.4 In the event a court of competent jurisdiction orders forfeiture proceeds forfeited to the CITY returned to a claimant, or transferred or conveyed to a third party, the COUNTY shall return its proportionate share of the property ordered returned, however the COUNTY shall not be liable for amounts ordered paid as a result of CITY's noncompliance with ORS 131A.
- 2.5 COUNTY, through the DA, at the request of the Seizing Agency shall promptly assist the Seizing Agency and the Seizing Agency's civil forfeiture counsel in determining criminal charges and evaluating whether to seek civil forfeiture of seized property.

SECTION 3. EXCLUSION

Specifically excluded from this Agreement are civil forfeiture proceeds that result from an ex parte civil forfeiture judgment obtained pursuant to ORS 131A.200, or a final judgment in a forfeiture action made pursuant to ORS 131A.225 when the CITY is not the Forfeiting Agency, or when a final judgment is entered in a jurisdiction other than Clackamas County.

SECTION 4. DISTRIBUTION PROCEDURE

- 4.1 After a final judgment of forfeiture is entered, CITY shall first determine whether it will retain, sell, lease, lend or transfer forfeited property as permitted in 131A.350 and shall maintain written documentation of that decision. If the CITY determines it will retain and use the property, then distribution share of proceeds to the COUNTY for the DA shall be based on the fair market value at the time of the entry of judgment.
- 4.2 Prior to distribution of forfeiture proceeds to COUNTY for the DA, the CITY shall first pay from the proceeds the costs incurred by the Seizing Agency as allowed in ORS 131A.350 (2) and 131A.360 (3). Then after making all payments and deductions required by ORS 131A.360 (4) and (5), the remaining forfeiture proceeds shall be shared by terms of this Agreement.
- 4.3 CITY shall make distributions to COUNTY for the DA once every three months, but not before 30 days following entry of final judgment. Notwithstanding, if a notice of appeal is filed in the forfeiture action CITY's obligations will not arise until 30 days after a final determination on appeal.

SECTION 5. LIABILITY/INDEMNIFICATION

5.1 CITY and COUNTY shall defend, save harmless, and indemnify the other against any claim, demand, action or suit, arising out of this Agreement as a result of any alleged act or omission of its respective employees, officers, or agents.

SECTION 6. DISPUTE RESOLUTION

6.1 The parties agree that in the event of a dispute between the parties, each will use its best effort to resolve the dispute informally through consultation and communication, or other forms of non-binding dispute resolution mutually acceptable to the parties.

6.2 The cost of arbitration or mediation shall be shared equally by the parties, and each party shall be solely responsible for its own attorney fees, if any.

6.3 Should questions arise and need further clarification the parties establish the following direct lines of communication to ensure a timely response to inquiries. The following persons are the primary points of contact:

COUNTY:
Clackamas County Counsel
2051 Kaen Rd.
Oregon City, OR 97045
Ph: 503-655-8362
Fx: 503-742-5397

CITY:
Oregon City
PO Box 3040
Oregon City, OR 97045
Ph: 503-657-0891
Fx: 503-657-3339

DISTRICT ATTORNEY
Clackamas County District Attorney's Office
807 Main Street
Oregon City, OR 97045
Ph: 503-655-8431
Fx: 503-650-8943

SECTION 7. MODIFICATION/AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Amendments become part of this agreement only after the written amendment has been signed by both parties.

SECTION 8. TERM OF AGREEMENT

This Agreement will be effective on the date all authorized signatures have been acquired. Thereafter, the Agreement will automatically renew each year on the anniversary date of the Agreement unless terminated earlier in accordance with its terms.

SECTION 9. TERMINATION

- 9.1 This Agreement may be terminated by mutual consent of both parties, or by either party upon sixty (60) days notice to the other in writing or delivered by certified mail or in person.
- 9.2 Parties may terminate this Agreement effective upon delivery of written notice to the other for any failure to perform a respective obligation in accordance with this Agreement.
- 9.3 Any termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

SECTION 10. INTEGRATION

This Agreement and attachments contain the entire agreement between the COUNTY and CITY and supersede all prior written or oral discussions or agreements.

SECTION 11. 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 or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

Signature Page Follows:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized offices on the dates hereafter written:

CITY OF OREGON CITY

Dated this _____ day of (month), (year).



Chief Mike Conrad

BOARD OF COUNTY COMMISSIONERS

12/18/12

Date

Chair

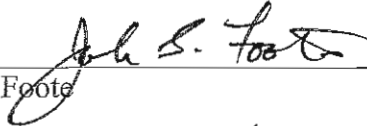
APPROVED AS TO FORM

Recording Secretary

City Attorney

DISTRICT ATTORNEY

Date



John S. Foote

County Counsel

11/19/13

Date

Date

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF WEST LINN
FOR DISTRIBUTION OF CIVIL FORFEITURE PROCEEDS**

Clackamas County and the City of West Linn enter into this agreement to provide distribution of civil forfeiture proceeds as authorized by ORS chapter 131A, for the expenses of the Clackamas County District Attorney in criminal prosecutions for unlawful delivery, distribution, manufacture or possession of controlled substances, following judgment of property seized for civil forfeiture by the City of West Linn Police Department.

WHEREAS, distribution of civil forfeiture proceeds may be made pursuant to intergovernmental agreement under ORS Chapter 190 and ORS 131A.360; and

WHEREAS, ORS 131A.350 and 131A.360(6)(3) permit a forfeiting agency to share forfeited property with a district attorney;

Now, therefore the parties agree as follows:

SECTION 1. PARTIES

11 Clackamas County (COUNTY) is a political subdivision of the State of Oregon, organized and existing under the laws and the constitution of the State of Oregon. The Clackamas County District Attorney's Office (DA) is a department of the COUNTY. The Office of County Counsel (COUNTY COUNSEL) is a department of the COUNTY.

12 The City of West Linn (CITY) is a municipal corporation organized and existing under the laws and the constitution of the State of Oregon, and for purposes of this agreement is the Forfeiting Agency, as that term is defined in ORS 131A.005(4). The City of West Linn Police Department is a law enforcement agency of the CITY and for purposes of this agreement is the Seizing Agency as that term is defined in ORS 131A.005(15).

SECTION 2. AGREEMENT

21 CITY agrees that when the Seizing Agency is the CITY police department and the CITY is the Forfeiting Agency, CITY will share civil forfeiture proceeds that arise from prohibited conduct, as defined in ORS 131A.005(12)(a), by the terms of this Agreement and ORS 131A.360.

22 CITY agrees to share fifty (50) percent of civil forfeiture proceeds awarded in a final judgment of a civil forfeiture action made by CITY pursuant to ORS 131A.225.

SECTION 5. LIABILITY/INDEMNIFICATION

- 51** CITY and COUNTY shall defend, save harmless, and indemnify the other against any claim, demand, action or suit, arising out of this Agreement as a result of any alleged act or omission of its respective employees, officers, or agents.

SECTION 6. DISPUTE RESOLUTION

- 61** The parties agree that in the event of a dispute between the parties, each will use its best effort to resolve the dispute informally through consultation and communication, or other forms of non-binding dispute resolution mutually acceptable to the parties.
- 62** The cost of arbitration or mediation shall be shared equally by the parties, and each party shall be solely responsible for its own attorney fees, if any.
- 6.3** Should questions arise and need further clarification the parties establish the following direct lines of communication to ensure a timely response to inquiries. The following persons are the primary points of contact.

COUNTY
Clackamas County Counsel
2051 Kaen Rd.
Oregon City, OR 97045
Ph: 503-655-8362
Fx: 503-742-5397

CITY
West Linn Police Department
22825 Willamette Drive
West Linn, OR 97068
Ph: 503-655-6214

DISTRICT ATTORNEY
Clackamas County District Attorney's Office
807 Main Street
Oregon City, OR 97045

Ph: 503-655-8431
Fx: 503-650-8943

SECTION 7. MODIFICATION/AMENDMENT

This agreement may be amended at any time with the concurrence of both parties. Amendments become part of this agreement only after the written amendment has been signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized offices on the dates hereafter written:

CITY OF WEST LINN

Dated this day of _____

Chris Jordan, CFO FOR
City Manager Chris Jordan

BOARD OF COUNTY COMMISSIONERS

10-9-12
Date

Chair _____

APPROVED AS TO FORM

Recording Secretary _____

Justin V. ...
City Attorney

DISTRICT ATTORNEY

10. 8. 2012
Date

John S. Foote
John S. Foote

County Counsel _____

11/19/13
Date

Date _____



9

OFFICE OF THE COUNTY ADMINISTRATOR

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

November 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval and Adoption of Affirmative Action Hiring Goals

Purpose/Outcome	To approve the new Affirmative Action hiring goals.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	N/A
Duration	Effective upon adoption until revised in 2014
Previous Board Action/Review	The new Affirmative Action hiring goals were presented and discussed at the November 12, 2013 BCC Study Session.
Contact Person	Emmett Wheatfall, Diversity and Inclusion Program Director 503.655.8291
Contract No.	N/A

BACKGROUND:

The Affirmative Action Committee (AAC) meets annually to evaluate the current year AAP. The AAC is comprised of County employees from various departments including directors, supervisors or their employee representatives.

The primary responsibility of the AAC is to review availability and underrepresentation figures and to recommend countywide hiring goals to the BCC. If underrepresentation is found, the County will undertake its best efforts to develop and implement procedures designed to increase the number of qualified women and minority candidates in the applicant pool. The AAC recommends hiring goals to correct underrepresentation in EEO Categories where there is significant statistical underrepresentation of women and/or minorities.

Recent 10-year census updates reflect that changing demographics in Clackamas County have triggered new categories of underrepresentation for which Affirmative Action hiring goals are indicated as noted in our recommendations below.

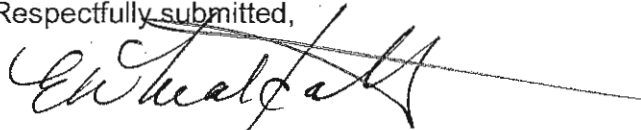
The AAC recognizes that a BCC adopted hiring goal in a job category triggers an opportunity to refer additional candidates from eligibility registers under the County's Personnel Ordinance. Hiring goals are generally reserved for situations of significant underrepresentation based on availability. The County Affirmative Action Officer (the Diversity and Inclusion Director in County Administration) oversees the County's Affirmative Action programs and ensures compliance with the plan's policies.

RECOMMENDATION:

The Affirmative Action Committee (AAC) respectfully recommends that the Board of County Commissioners approve new hiring goals in following EEO Categories.

EEO CATEGORIES	2013/2014 POTENTIAL NEW HIRES	PROPOSED HIRING GOALS
EEO 2 - Professionals	85	12 Minorities
EEO 3 - Technicians	14	2 Minorities
EEO 4 - Protective Services	31	8 Females
EEO 4 - Protective Services	31	4 Minorities
EEO 7 - Skilled Craft	7	1 Minority
EEO 8 - Service/Maintenance	6	2 Minorities

Respectfully submitted,



Emmett Wheatfall
Diversity and Inclusion Program Director
County Administration



10

BOB COZZIE
DIRECTOR

DEPARTMENT OF COMMUNICATIONS

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

November 27, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2013 State Homeland Security Grant Program Agreement between Clackamas County and the State of Oregon for the Joint Clackamas and Washington County Computer Aided Dispatch System Replacement Consultant

Purpose/Outcomes	State Homeland Security Grant Program (SHSP) agreement #13-204 provides funding to reimburse Clackamas County 9-1-1 (CCOM) for the Joint Clackamas and Washington County Computer Aided Dispatch System Replacement Consultant.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$100,000. The grant is a 100% federal share grant that will reimburse Clackamas County up to the grant agreement value for project costs.
Funding Source	FY 2013 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	CCOM and Washington County Consolidated Communications Agency (WCCCA) have a regional partnership in sharing a jointly-owned Computer Aided Dispatch (CAD) system. This system is comprised of highly sophisticated computer software and hardware that tracks and logs all emergency and non-emergency calls for service in the covered jurisdictions in both counties.
Duration	Effective October 1, 2013 and terminates on December 31, 2014
Previous Board Action	The Board approved the application for this grant in study session on June 25, 2013.
Contact Person	Bob Cozzie, Director – Communications Department, 503-723-4875
Contract No.	Grant number 13-204

BACKGROUND:

CCOM and WCCCA have a regional partnership in sharing a jointly-owned CAD system. The current CAD vendor has informed both agencies of the end of life of the current system, which necessitated a request for grant funds to provide consulting services for the replacement of the joint CAD system.

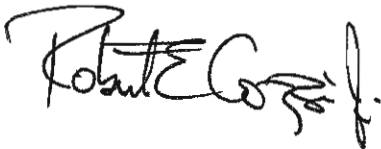
While both agencies (CCOM and WCCCA) have expertise utilizing and maintaining their current CAD system, it is necessary to hire consulting services to help navigate the technical requirements as well as vendor responses to a planned request for proposals. In addition, the consultant will provide project management during the transition to a new CAD system. Consulting services are necessary considering data in recent after action reports from other CAD system replacements in the region, which stated the importance of consulting services for this purpose. In short, the after action reports highly recommended the use of consulting services in the CAD planning and transition process.

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the SHSP grant agreement #13-204.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bob Cozzie". The signature is stylized with a large initial "B" and a long, sweeping underline.

Bob Cozzie, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY PROGRAM GRANT**

CFDA # 97.073

CLACKAMAS COUNTY

**Joint Clackamas and Washington County Computer Aided Dispatch System
Replacement Consultant (Regional)**

\$100,000

Grant No: 13-204

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Clackamas County**, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2013** and ending, unless otherwise terminated or extended, on **December 31, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

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: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$100,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2013 State Homeland Security Grant Program (SHSP). Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall 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 OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones, goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2013 State Homeland Security Grant Program and how they address identified project specific milestones, goals and objectives.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than one month following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

- c. Audit Reports.** Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the State Homeland Security Program (SHSP) Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA) , that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.

- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subgrantee. Subgrantee represents and warrants to OEM as follows:

- a. Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee 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 Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee 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, (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 Subgrantee is a party or by which Subgrantee 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 Subgrantee of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, 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.** Subgrantee'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. NIMS Compliance.** By accepting FY 2013 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through the OEM at
http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subgrantee 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. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
 - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee'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 OEM 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 Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor 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 Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements 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 provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; 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.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten 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 Agreement.

11. GENERAL PROVISIONS

- a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subgrantee 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.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee 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 OEM on the one hand and of Subgrantee 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee 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 OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM 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 Subgrantee on the one hand and of OEM 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. Subgrantee'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. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subgrantee 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.

- f. No Third Party Beneficiaries.** OEM and Subgrantee 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.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. 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 OEM (or any other agency or department of the State of Oregon) and Subgrantee 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.

- i. Compliance with Law.** Subgrantee 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, Subgrantee 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.

- j. Insurance; Workers' Compensation.** All employers, including Subgrantee, 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. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. 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.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), 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.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Clackamas County

OEM

By _____

By _____

Name _____
(printed)

Name _____
(printed)

Title _____

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

APPROVED AS TO FORM

By 
Subgrantee's Legal Counsel

By: Keith L. Kutler, via email
Assistant Attorney General

Date 7 November 2013

Date: October 3, 2013

Subgrantee Program Contact:
Bob Cozzie
Director
Clackamas County Communications (CCOM)
2200 Kaen Road
Oregon City, OR 97045
503-723-4875
bobcoz@co.clackamas.or.us

OEM Program Contact:
Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

Subgrantee Fiscal Contact:
Same as above

OEM Fiscal Contact:
Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

Project Title: Joint Clackamas and Washington County Computer Aided Dispatch System Replacement
Consultant (Regional)

Consulting services to assist with the Request for Proposal, vendor selection, and implementation of a new Computer Aided Dispatch System.

II. Budget

Planning	\$100,000
Total	\$100,000

EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation for the active tracking and monitoring of property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2, including without limitation, as provided in 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5 USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
 6. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.

7. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
8. Protection of Human Subjects, set forth in 45 CFR Part 46.
9. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.b
10. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
11. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
12. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
13. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
14. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. See 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
15. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.

3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

G. Classified National Security Information. No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection

against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

- I. Fly America Act of 1974.** Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- J. Activities Conducted Abroad.** Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- K. Acknowledgement of Federal Funding from DHS.** Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- L. Copyright (44 CFR Part 13.34).** Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.
- M. Use of DHS Seal, Logo and Flags.** Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- N. Personally Identifiable Information (PII).** Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

O. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

P. Federal Debt Status. Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee 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 State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee 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 Subgrantee permit work under a subagreement when Subgrantee 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 Subgrantee is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

“TAIL” COVERAGE. If any of the required insurance policies is on a “claims made” basis, such as professional 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 24 months following the later of : (i) the contractor’s completion and Subgrantee’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 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 24-month period described above, then the contractor may request and OEM may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Subgrantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subgrantee 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) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.




NANCY S. BUSH
 DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

November 27, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2013 State Homeland Security Grant Program Agreements between
 Clackamas County and the State of Oregon for printing of the 2015 Emergency
 Preparedness Calendar, WebEOC Maintenance and
Evacuation and Re-Entry Planning Course Development

Purpose/Outcomes	State Homeland Security Grant Program (SHSP) agreements #13-205, 13-206 and 13-207 provide funding to reimburse Clackamas County Emergency Management for WebEOC crisis information management software maintenance, State of Oregon Evacuation and Re-Entry Planning Course (FEMA G-358) development and printing of the 2015 Emergency Preparedness Calendar.
Dollar Amount and Fiscal Impact	The grant agreements total value is \$160,000: \$15,000 for WebEOC Maintenance, \$125,000 for Evacuation and Re-Entry Planning Course Development and \$20,000 for the 2015 Emergency Preparedness Calendar. The grant is a 100% federal share grant that will reimburse Clackamas County up to the grant agreement value for project costs.
Funding Source	FY 2013 State Homeland Security Grant Program via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	WebEOC Maintenance enables Emergency Management as well as other public safety partners to maintain situational awareness during day-to-day activities as well as during emergencies and disasters. The Evacuation and Re-Entry Planning Course will be the first of its kind in the State and its content will equip public safety stakeholders with the tools needed to effectively plan for incidents requiring evacuation, such as wildfire, flood and volcanic eruption. The Emergency Preparedness Calendar outreach project increases public education efforts in topics such as emergency preparedness and personal safety. Partners include local and regional public safety agencies.
Duration	Effective October 1, 2013 and terminates on December 31, 2014
Previous Board Action	The Board approved the application for this grant in study session on June 25, 2013.
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant numbers: 13-205, 13-206, 13-207



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

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

BACKGROUND:

Each year, Clackamas County Emergency Management leads the development of the application for that fiscal year's State Homeland Security Grant Program. The projects are nominated and selected by the Homeland Security Task Force which is a group of Clackamas County public safety stakeholders. The funding provided in the grant awards allows the Emergency Management Department to maintain and enhance important emergency operations capabilities.

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of SHSP grant agreements #13-205, 13-206 and 13-207.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY PROGRAM GRANT
CFDA # 97.073
CLACKAMAS COUNTY
WebEOC Maintenance
\$15,000
Grant No: 13-205**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Clackamas County**, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2013** and ending, unless otherwise terminated or extended, on **December 31, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subcontractor Insurance**

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: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.
3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$15,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2013 State Homeland Security Grant Program (SHSP). Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall 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 OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones, goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2013 State Homeland Security Grant Program and how they address identified project specific milestones, goals and objectives.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than one month following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

c. Audit Reports. Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the State Homeland Security Program (SHSP) Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA), that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.

- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subgrantee. Subgrantee represents and warrants to OEM as follows:

-
- a. Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee 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 Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee 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, (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 Subgrantee is a party or by which Subgrantee 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 Subgrantee of this Agreement.
 - b. Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, 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.** Subgrantee'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. NIMS Compliance.** By accepting FY 2013 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through the OEM at
http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subgrantee 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. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. **Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. **Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
 - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Grant Program.
- c. Subagreement indemnity; insurance.** *Subgrantee'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 OEM 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 Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor 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 Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements 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 provided in Exhibit C to this Agreement.

10. Termination

- a. **Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
-
- b. **Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; 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.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten 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 Agreement.

11. GENERAL PROVISIONS

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subgrantee 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.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee 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 OEM on the one hand and of Subgrantee 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee 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 OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM 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 Subgrantee on the one hand and of OEM 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. Subgrantee'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. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subgrantee 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.

- f. No Third Party Beneficiaries.** OEM and Subgrantee 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.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. 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 OEM (or any other agency or department of the State of Oregon) and Subgrantee 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.

- i. Compliance with Law.** Subgrantee 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, Subgrantee 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.

- j. Insurance; Workers' Compensation.** All employers, including Subgrantee, 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. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. 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.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), 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.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, 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. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Clackamas County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

By 
Subgrantee's Legal Counsel

Date 7 November 2013

Subgrantee Program Contact:

Sarah Stegmuller Eckman
Administrative Services Manager
Clackamas County Emergency Management
2200 Kaen Road
Oregon City, 97045
503-650-3381
sarahste@co.clackamas.or.us

Subgrantee Fiscal Contact:

Marc Gonzales
Finance Director
Clackamas County
2200 Kaen Road
Oregon City, 97045
503-742-5405
marcgon@co.clackamas.or.us

OEM

By _____

Name _____
(printed)

Title _____

Date _____

APPROVED AS TO FORM

By: Keith L. Kutler, via email
Assistant Attorney General

Date: October 3, 2013

OEM Program Contact:

Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

OEM Fiscal Contact:

Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

Project Title: WebEOC Maintenance

Extend software maintenance coverage for WebEOC license.

II. Budget

Other Authorized Equipment	\$15,000
Total	\$15,000

EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation for the active tracking and monitoring of property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2, including without limitation, as provided in 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5 USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
 6. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.

7. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
8. Protection of Human Subjects, set forth in 45 CFR Part 46.
9. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.b
10. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
11. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
12. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
13. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
14. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
15. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.

3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

G. Classified National Security Information. No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection

against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J. Activities Conducted Abroad. Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

M. Use of DHS Seal, Logo and Flags. Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

N. Personally Identifiable Information (PII). Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

- O. No supplanting.** Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.
- P. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee 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 State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee 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 Subgrantee permit work under a subagreement when Subgrantee 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 Subgrantee is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

“TAIL” COVERAGE. If any of the required insurance policies is on a “claims made” basis, such as professional 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 24 months following the later of : (i) the contractor’s completion and Subgrantee’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 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 24-month period described above, then the contractor may request and OEM may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Subgrantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subgrantee 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) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY PROGRAM GRANT**

CFDA # 97.073

CLACKAMAS COUNTY

**State of Oregon Evacuation and Re-Entry Planning Course (FEMA G-358)
Development (Regional)**

\$125,000

Grant No: 13-206

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Clackamas County**, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2013** and ending, unless otherwise terminated or extended, on **December 31, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Federal Requirements and Certifications**

Exhibit C: **Subcontractor Insurance**

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: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$125,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2013 State Homeland Security Grant Program (SHSP). Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall 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 OEM by amendment pursuant to Section 11.d hereof.

5. **Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones, goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2013 State Homeland Security Grant Program and how they address identified project specific milestones, goals and objectives.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than one month following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

c. Audit Reports. Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the State Homeland Security Program (SHSP) Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA) , that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.

- b. Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subgrantee. Subgrantee represents and warrants to OEM as follows:

- a. Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee 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 Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee 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, (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 Subgrantee is a party or by which Subgrantee 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 Subgrantee of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, 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.** Subgrantee'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. NIMS Compliance.** By accepting FY 2013 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through the OEM at
http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subgrantee 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. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. **Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance**

- a. **Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. **Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
 - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee'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 OEM 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 Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor 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 Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements 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 provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; 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.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten 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 Agreement.

11. GENERAL PROVISIONS

- a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subgrantee 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.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee 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 OEM on the one hand and of Subgrantee 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee 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 OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM 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 Subgrantee on the one hand and of OEM 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. Subgrantee'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. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subgrantee 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.

- f. **No Third Party Beneficiaries.** OEM and Subgrantee 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.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **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 OEM (or any other agency or department of the State of Oregon) and Subgrantee 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.
- i. **Compliance with Law.** Subgrantee 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, Subgrantee 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.
- j. **Insurance; Workers' Compensation.** All employers, including Subgrantee, 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. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. 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.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), 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.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Clackamas County

OEM

By _____

By _____

Name _____
(printed)

Name _____
(printed)

Title _____

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

APPROVED AS TO FORM

By 
Subgrantee's Legal Counsel

By: Keith L. Kutler, via email
Assistant Attorney General

Date 7 November 2013

Date: October 3, 2013

Subgrantee Program Contact:
Sarah Stegmuller Eckman
Administrative Services Manager
Clackamas County Emergency Management
2200 Kaen Road
Oregon City, OR 97045
503-650-3381
sarahste@co.clackamas.or.us

OEM Program Contact:
Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

Subgrantee Fiscal Contact:
Marc Gonzales
Finance Director
Clackamas County
2200 Kaen Road
Oregon City, OR 97045
503-742-5405
marcgon@co.clackamas.or.us

OEM Fiscal Contact:
Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

Project Title: State of Oregon Evacuation and Re-Entry Planning Course (FEMA G-358) Development (Regional)

Develop instructor and student course materials, delivery of a pilot training, and delivery of a train-the-trainer session for State of Oregon Evacuation and Re-Entry Planning Course (FEMA G-358).

II. Budget

Training	\$125,000
Total	\$125,000

EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation for the active tracking and monitoring of property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2, including without limitation, as provided in 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5 USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
 6. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.

7. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
8. Protection of Human Subjects, set forth in 45 CFR Part 46.
9. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.b
10. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
11. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
12. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
13. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
14. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
15. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.

3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

G. Classified National Security Information. No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection

against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J. Activities Conducted Abroad. Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

M. Use of DHS Seal, Logo and Flags. Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

N. Personally Identifiable Information (PII). Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

- O. No supplanting.** Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.
- P. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee 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 State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee 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 Subgrantee permit work under a subagreement when Subgrantee 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 Subgrantee is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

“TAIL” COVERAGE. If any of the required insurance policies is on a “claims made” basis, such as professional 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 24 months following the later of : (i) the contractor’s completion and Subgrantee’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 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 24-month period described above, then the contractor may request and OEM may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Subgrantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subgrantee 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) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
STATE HOMELAND SECURITY PROGRAM GRANT
CFDA # 97.073
CLACKAMAS COUNTY
2015 Emergency Preparedness Calendar (Regional)
\$20,000
Grant No: 13-207**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Clackamas County**, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2013** and ending, unless otherwise terminated or extended, on **December 31, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**
Exhibit B: **Federal Requirements and Certifications**
Exhibit C: **Subcontractor Insurance**

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: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.
3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$20,000** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2013 State Homeland Security Grant Program (SHSP). Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall 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 OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon milestones, goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2013 State Homeland Security Grant Program and how they address identified project specific milestones, goals and objectives.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than one month following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

c. Audit Reports. Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

a. Disbursement Generally. OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the State Homeland Security Program (SHSP) Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA) , that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/grant_info.aspx.

- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. **Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Subgrantee. Subgrantee represents and warrants to OEM as follows:

- a. **Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee 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 Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee 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, (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 Subgrantee is a party or by which Subgrantee 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 Subgrantee of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, 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.** Subgrantee'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. **NIMS Compliance.** By accepting FY 2013 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through the OEM at
http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subgrantee 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. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
 - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.

- iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.
 - iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the State Homeland Security Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee'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 OEM 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 Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor 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 Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements 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 provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; 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.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten 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 Agreement.

11. GENERAL PROVISIONS

- a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subgrantee 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.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee 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 OEM on the one hand and of Subgrantee 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee 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 OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM 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 Subgrantee on the one hand and of OEM 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. Subgrantee'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. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subgrantee 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.

- f. No Third Party Beneficiaries.** OEM and Subgrantee 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.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. 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 OEM (or any other agency or department of the State of Oregon) and Subgrantee 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.

- i. Compliance with Law.** Subgrantee 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, Subgrantee 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.

- j. Insurance; Workers' Compensation.** All employers, including Subgrantee, 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. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. 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.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), 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.

n. Integration and Waiver. This Agreement, including all Exhibits and referenced documents, 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. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

Clackamas County

OEM

By _____

By _____

Name _____
(printed)

Name _____
(printed)

Title _____

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

APPROVED AS TO FORM

By 
Subgrantee's Legal Counsel

By: Keith L. Kutler, via email
Assistant Attorney General

Date 7 November 2013

Date: October 3, 2013

Subgrantee Program Contact:
Sarah Stegmuller Eckman
Administrative Services Manager
Clackamas County Emergency Management
2200 Kaen Road
Oregon City, OR 97045
503-650-3381
sarahste@co.clackamas.or.us

OEM Program Contact:
Sidra Metzger-Hines
Grants Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22251
sidra.metzgerhines@state.or.us

Subgrantee Fiscal Contact:
Marc Gonzales
Finance Director
Clackamas County
2200 Kaen Road
Oregon City, OR 97045
503-742-5405
marcgon@co.clackamas.or.us

OEM Fiscal Contact:
Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

EXHIBIT A

Project Description and Budget

I. Project Description

Project Title: 2015 Emergency Preparedness Calendar (Regional)

Printing of the 2015 all-hazards emergency preparedness calendar.

II. Budget

Planning	\$20,000
Total	\$20,000

EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation for the active tracking and monitoring of property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2, including without limitation, as provided in 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5 USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
 6. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.

7. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
8. Protection of Human Subjects, set forth in 45 CFR Part 46.
9. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.b
10. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
11. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
12. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
13. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
14. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
15. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.

3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

G. Classified National Security Information. No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection

against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J. Activities Conducted Abroad. Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

M. Use of DHS Seal, Logo and Flags. Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

N. Personally Identifiable Information (PII). Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

- O. No supplanting.** Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.
- P. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee 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 State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee 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 Subgrantee permit work under a subagreement when Subgrantee 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 Subgrantee is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

“TAIL” COVERAGE. If any of the required insurance policies is on a “claims made” basis, such as professional 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 24 months following the later of : (i) the contractor’s completion and Subgrantee’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 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 24-month period described above, then the contractor may request and OEM may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Subgrantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subgrantee 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) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.



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NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

November 27, 2013

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2013 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #13-503 will reimburse Clackamas County Emergency Management (CEM) for up to 50% of pre-identified program costs.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$208,119. The grant is a 50% federal share grant that will reimburse CCEM for up to fifty percent of salaries of six employees, departmental telephone costs and some allocated costs.
Funding Source	FY 2013 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	The grant dollars assist the program with funding to sustain day-to-day costs and resources that are necessary for declared disasters and emergency events.
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	The Board approved the application for this grant in study session on June 25, 2013.
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant number 13-503

BACKGROUND:

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

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the SHSP grant agreement #13-503.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CLACKAMAS COUNTY
\$208,119
Grant No: 13-503**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM," and **Clackamas County**, hereinafter referred to as "Subgrantee," and collectively referred to as the "Parties."

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2013** and ending, unless otherwise terminated or extended, on **June 30, 2014** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. Agreement Documents. This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**

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: Exhibit B; this Agreement without Exhibits; Exhibit A; Exhibit C.

3. Grant Funds; Matching Funds. In accordance with the terms and conditions of this Agreement, OEM shall provide Subgrantee an amount not to exceed **\$208,119** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2013 Emergency Management Performance Grant (EMPG) Program. Subgrantee shall provide matching funds for all Project Costs as described in Exhibit A.

4. Project. The Grant Funds shall be used solely for the Project described in Exhibit A and shall 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 OEM by amendment pursuant to Section 11.d hereof.

5. Reports. Failure of Subgrantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subgrantee agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2013 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subgrantee may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

- i. To receive reimbursement, Subgrantee must submit a signed Request for Reimbursement (RFR), using a form provided by OEM, that includes supporting documentation for all grant and, if applicable, match expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted on or before 30 days following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31), and a final RFR must be submitted no later than one month following the end of the grant period.
- ii. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
- iii. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the dates, times, and places of travel, and the actual expenses or authorized rates incurred.
- iv. Reimbursements will only be made for actual expenses incurred during the Grant Award Period provided in Section 1. Subgrantee agrees that no grant or, if applicable, match funds may be used for expenses incurred before or after the Grant Award Period.

- c. Audit Reports.** Upon request by OEM, Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by Subgrantee, whether or not the audit is required by OMB Circular A-133 as described in Section 8.c.i and ii herein.

6. Disbursement and Recovery of Grant Funds.

- a. Disbursement Generally.** OEM shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by OEM upon approval by OEM of an RFR. Eligible costs are the reasonable and necessary costs incurred by Subgrantee for the Project, in accordance with the Emergency Management Performance Grants guidance and application materials, including without limitation the United States Department of Homeland Security Funding Opportunity Announcement (FOA) , that are not excluded from reimbursement by OEM, either by this Agreement or by exclusion as a result of financial review or audit. The guidance, application materials and FOA are available at http://www.oregon.gov/OMD/OEM/Pages/plans_train/EMPG.aspx.

- b. **Conditions Precedent to Disbursement.** OEM's obligation to disburse Grant Funds to Subgrantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subgrantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
 - iii. Subgrantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Subgrantee has provided to OEM a RFR in accordance with Section 5.b of this Agreement.
- c. **Recovery of Grant Funds.** Any funds disbursed to Subgrantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subgrantee shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subgrantee shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Subgrantee.** Subgrantee represents and warrants to OEM as follows:

- a. **Organization and Authority.** Subgrantee is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subgrantee 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 Subgrantee of this Agreement (1) have been duly authorized by all necessary action of Subgrantee 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, (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 Subgrantee is a party or by which Subgrantee 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 Subgrantee of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subgrantee and constitutes a legal, valid and binding obligation of Subgrantee, 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.** Subgrantee'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. **NIMS Compliance.** By accepting FY 2013 funds, Subgrantee certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS

Requirements located through the OEM at
http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subgrantee 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. Subgrantee acknowledges and agrees, and Subgrantee will require its contractors, subcontractors, sub-recipients (collectively hereafter "contractors"), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subgrantee and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subgrantee 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 until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Subgrantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subgrantee shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and the State of Oregon.

9. Subgrantee Procurements; Property and Equipment Management and Records; Subcontractor Indemnity and Insurance

- a. Subagreements.** Subgrantee may enter into agreements (hereafter “subagreements”) for performance of the Project. Subgrantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law (including without limitation ORS chapters 279A, 279B, 279C).
- i. Subgrantee shall provide to OEM copies of all Requests for Proposals or other solicitations for procurements anticipated to be for \$100,000 or more and to provide to OEM, upon request by OEM, such documents for procurements for less than \$100,000. Subgrantee shall include with its RFR a list of all procurements issued during the period covered by the report.
 - ii. All subagreements, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition to the maximum practical extent possible. All sole-source procurements in excess of \$100,000 must receive prior written approval from OEM in addition to any other approvals required by law applicable to Subgrantee. Justification for sole-source procurement in excess of \$100,000 should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
 - iii. Subgrantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OEM.
 - iv. Subgrantee agrees that, to the extent it uses contractors, such contractors shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
- b. Purchases and Management of Property and Equipment; Records.** Subgrantee agrees to comply with all applicable federal requirements referenced in Exhibit B, Section II.C.1 to this Agreement and procedures for managing and maintaining records of all purchases of property and equipment will, at a minimum, meet the following requirements:
- i. All property and equipment purchased under this agreement, whether by Subgrantee or a contractor, will be conducted in a manner providing full and open competition and in accordance with all applicable procurement requirements, including without limitation ORS chapters 279A, 279B, 279C, and purchases shall be recorded and maintained in Subgrantee’s property or equipment inventory system.
 - ii. Subgrantee’s property and equipment records shall include: a description of the property or equipment; the manufacturer’s serial number, model number, or other identification number; the source of the property or equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; name of person or entity holding title to the property or equipment; the acquisition date; cost and percentage of Federal participation in the cost; the location, use and condition of the property or equipment; and any ultimate disposition data including the date of disposal and sale price of the property or equipment.
 - iii. A physical inventory of the property and equipment must be taken and the results reconciled with the property and equipment records at least once every two years.

- iv. Subgrantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subgrantee shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
 - v. Subgrantee must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
 - vi. If Subgrantee is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
 - vii. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - viii. Subgrantee shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
 - ix. Subgrantee shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subgrantee if Subgrantee provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.
- c. **Subagreement indemnity; insurance.** *Subgrantee'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 OEM 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 Subgrantee's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subgrantee's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subgrantee's contractor(s) nor any attorney engaged by Subgrantee's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State 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 Subgrantee's contractor is prohibited from defending State or that Subgrantee's contractor 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 Subgrantee's contractor if State elects to assume its own defense.

Subgrantee shall require the other party, or parties, to each of its subagreements 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 provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subgrantee, or at such later date as may be established by OEM in such written notice, if:
- i. Subgrantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subgrantee is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, 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. Subgrantee takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subgrantee's application.
- b. Termination by Subgrantee.** Subgrantee may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subgrantee in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subgrantee; 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.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten 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 Agreement.

11. GENERAL PROVISIONS

- a. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OEM or Subgrantee 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.

With respect to a Third Party Claim for which OEM is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), OEM 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 Subgrantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subgrantee 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 OEM on the one hand and of Subgrantee 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. OEM'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 OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subgrantee is jointly liable with OEM (or would be if joined in the Third Party Claim), Subgrantee 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 OEM in such proportion as is appropriate to reflect the relative fault of Subgrantee on the one hand and of OEM 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 Subgrantee on the one hand and of OEM 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. Subgrantee'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. Each party shall bear its own costs incurred under this Section 11.b.
- c. Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Subgrantee 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.

- f. **No Third Party Beneficiaries.** OEM and Subgrantee 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.

Subgrantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subgrantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subgrantee or OEM at the appropriate 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. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. **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 OEM (or any other agency or department of the State of Oregon) and Subgrantee 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.

- i. **Compliance with Law.** Subgrantee 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, Subgrantee 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.

- j. **Insurance; Workers' Compensation.** All employers, including Subgrantee, 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. Subgrantee shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

- k. Independent Contractor.** Subgrantee shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subgrantee has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subgrantee performs the Project, except as specifically set forth in this Agreement. Subgrantee is responsible for determining the appropriate means and manner of performing the Project. Subgrantee acknowledges and agrees that Subgrantee is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. 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.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), 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.
- n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, 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. Subgrantee, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

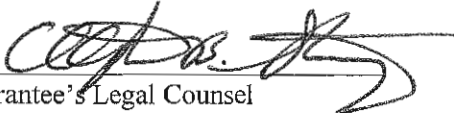
Clackamas County

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subgrantee)

By 
Subgrantee's Legal Counsel

Date 7 November 2013

Subgrantee Program Contact:

Nancy Bush
Clackamas County Emergency Management
2200 Kaen Road
Oregon City, OR 97045
503-655-8665
nbush@co.clackamas.or.us

Subgrantee Fiscal Contact:

Marc Gonzales
Clackamas County Emergency Management
2200 Kaen Road
Oregon City, OR 97045
503-742-5405
marcg@co.clackamas.or.us

OEM

By _____

Sean McCormick
Mitigation and Recovery Services Section Director, OEM

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For Grant Funds over \$150,000)

By: Keith L. Kutler via e-mail
Assistant Attorney General

Date : October 8, 2013

OEM Program Contact:

Kelly Jo Craigmiles
EMPG Program Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22246
kelly.jo.craigmiles@state.or.us

OEM Fiscal Contact:

Dan Gwin
Grants Accountant
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22290
dan.gwin@state.or.us

EXHIBIT A

Project Description and Budget

Project Description

The FY2013 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2013 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subgrantee's jurisdiction. The funds from this agreement are meant to supplement a portion of Subgrantee's day-to-day operational costs for Emergency Management, as outlined in Subgrantee's approved Work Plan. The Work Plan may be updated upon approval by OEM.

Budget

Personnel	\$363,597
County Cost Allocations	\$52,641
Total	\$416,238

EXHIBIT B

Federal Requirements and Certifications

I. General. Subgrantee agrees to comply with all federal requirements applicable to this Agreement, including without limitation financial management and procurement requirements and maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions of the Code of Federal Regulations (CFR), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations.

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subgrantee certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (44 CFR Part 13.35). Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying.** Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law.** Subgrantee agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 44 CFR Part 13, including without limitation for the active tracking and monitoring of property and equipment purchased by Subgrantee or its contractors in whole or in part with Grant Funds, and 44 CFR Part 13.32(e) when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2, including without limitation, as provided in 2 CFR Part 225, Appendix A, paragraph (C)(3)(c), that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5 USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
 6. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.

7. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
8. Protection of Human Subjects, set forth in 45 CFR Part 46.
9. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.b
10. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
11. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
12. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.
13. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
14. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
15. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

D. Non-discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

1. **Non-discrimination and Civil Rights Compliance.** Subgrantee, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12189.
 - d. Age Discrimination Act of 1975, 42 USC § 6101.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.

If, during the past three years, Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subgrantee, or Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. **Equal Employment Opportunity Program.** Subgrantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subgrantee must maintain a current copy on file.
3. **Services to Limited English Proficient (LEP) Persons.** Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of Executive Order 13166, improving Access to

Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subgrantee must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

1. Subgrantee shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable environmental and historic preservation laws including but not limited to:
 - a. National Environmental Policy Act of 1969, as amended, 42 USC § 4321, and related FEMA regulations, 44 CFR Part 10.
 - b. National Historic Preservation Act, 16 USC § 470 et seq.
 - c. Endangered Species Act, 16 USC § 1531 et seq.
 - d. Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

Failure of Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. Subgrantee shall not undertake any project without prior EHP approval by FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subgrantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subgrantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
3. For any of Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, Subgrantee, upon specific request from the U.S. DHS, agrees to cooperate with the U.S. DHS in any preparation by the U.S. DHS of a national or program environmental assessment of that funded program or activity.

F. Drug Free Workplace Requirements (2 CFR Part 3001). Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Subgrantee must notify this office if an employee of Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

G. Classified National Security Information. No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.

H. Human Trafficking (2 CFR Part 175). Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

Subgrantee must inform OEM immediately of any information Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. Subgrantee must include these requirements in any subgrant made to public or private entities.

I. Fly America Act of 1974. Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.

J. Activities Conducted Abroad. Subgrantee agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

K. Acknowledgement of Federal Funding from DHS. Subgrantee agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

L. Copyright (44 CFR Part 13.34). Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subgrantee grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Subgrantee shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award.

M. Use of DHS Seal, Logo and Flags. Subgrantee agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

N. Personally Identifiable Information (PII). Subgrantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

O. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subgrantee may be required to

demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

- P. Federal Debt Status.** Subgrantee shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subgrantee 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 State. Subgrantee shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subgrantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subgrantee 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 Subgrantee permit work under a subagreement when Subgrantee 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 Subgrantee is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate

limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$4,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include OEM, its officers, employees and agents as Additional Insureds but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

“TAIL” COVERAGE. If any of the required insurance policies is on a “claims made” basis, such as professional 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 24 months following the later of: (i) the contractor’s completion and Subgrantee’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 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 24-month period described above, then the contractor may request and OEM may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If OEM approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days’ written notice to Subgrantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Subgrantee 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) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a “claims made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.



13

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

November 27, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Professional Services Agreement between Clackamas County Service District No.1 and Brown and Caldwell, Inc. for the Kellogg Creek Water Pollution Control Plant Influent Pump Station Rehabilitation Project

Purpose/Outcomes	Assess the overall condition and hydraulics of this 30 year old facility to develop a rehabilitation plan to ensure future operational reliability
Dollar Amount and Fiscal Impact	Funds for the effort are budgeted in the approved FY2013-14 budget. The agreement is for an amount not to exceed \$489,230.
Funding Source	Clackamas County Service District No.1 FY 2013-14 Annual Budget
Safety Impact	None
Duration	Hydraulic and condition assessment, future analysis, cost estimating and development of a capital improvement plan - November 27, 2013, to September 30, 2014.
Previous Board Action	None.
Contact Person	Michael S. Kuenzi, Director – Water Environment Services – 503-742-4560
Contract No.	To be established

BACKGROUND:

Kellogg Creek’s Influent Pump Station (IPS) is over 30 years old and is in need of rehabilitation. It is the most critical process in the waste water treatment system lifting 100% of the incoming wastewater in elevation sufficient to gravity flow through the treatment process. Any failure causes sewage to backup into the conveyance system resulting in overflows of raw wastewater into the river. Any potential discharge of raw sewage is a violation of our discharge permit and presents potential health hazards to the public. Clackamas County Service District No.1 (District) has identified the need to assess the station’s physical and hydraulic condition prior to developing a reinvestment plan for the facility. The work requires specialized knowledge not available in house and has solicited for engineering consulting services to assist the District in the evaluation of the overall condition.

In July 2013, the District publicly advertised a request-for-proposals (RFP) from qualified firms to assist the District in the evaluation of the overall condition of the influent pump station at the Kellogg Creek Water Pollution Control Plant. A selection committee of internal staff determined that Brown and Caldwell, Inc. is the most responsive qualified firm to complete this work.

District staff has negotiated the scope and level of effort of the agreement with Brown and Caldwell, Inc. for an amount not to exceed \$489,230. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

For these reasons, Staff recommends:

- 1) The Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1 (the "District"), approve the agreement between the District and Brown and Caldwell Inc. for an amount not to exceed \$489,230.00, and;
- 2) The Director of Water Environment Services be authorized to execute the agreement between Brown and Caldwell, Inc. and the District without further Board action.

Respectfully submitted,



Michael Kuenzi
Director

**AGREEMENT TO FURNISH PROFESSIONAL SERVICES
TO
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1
FOR
KELLOGG CREEK WPCP PUMP STATION REHABILITATION PROJECT**

THIS AGREEMENT TO FURNISH PROFESSIONAL SERVICES (this "Agreement"), made and entered into on this _____ day of _____ in the year 20__ by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district formed under Oregon Revised Statutes ("ORS") 451 (the "DISTRICT") and Brown and Caldwell, Inc. (the "CONSULTANT").

RECITALS

WITNESSETH: That whereas the DISTRICT intends to engage the CONSULTANT to perform the professional services described on Exhibit A, on the schedule set forth on Exhibit B, each as attached hereto and incorporated by reference, hereinafter called the "PROJECT."

WHEREAS, the District desires to engage Consultant's services to identify potential points of critical failure; evaluate the Kellogg Creek pump stations structural integrity; perform a hydraulic analysis of the stations operation and evaluate the electrical power and mechanical systems condition and redundancy; and provide a technical report with preliminary cost estimates of the work necessary to complete the rehabilitation of the station and develop a two to five-year capital improvement plan to accomplish the work.

NOW, THEREFORE, the DISTRICT and the CONSULTANT for the considerations hereinafter set forth agree as follows:

ARTICLE 1 - SERVICES OF THE CONSULTANT

The CONSULTANT agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the PROJECT as stated and defined in Exhibit A (the "Services").

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

Unless otherwise specifically modified in Exhibit A the DISTRICT will:

- 2.1 Provide adequate information to the CONSULTANT regarding the DISTRICT's requirements for the PROJECT.
- 2.2 Assist the CONSULTANT by making available all reasonably available information and technical data pertinent to the PROJECT.
- 2.3 Obtain approvals and permits from governmental authorities having jurisdiction over the

PROJECT, and such approvals and consents from others as may be necessary for completion of the PROJECT (excepting any personal qualifications or certifications required for CONSULTANT to perform the work contemplated hereunder).

ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES

3.1 The CONSULTANT agrees to complete the Services according to the schedule set forth in Exhibit B (the “Schedule”). If the DISTRICT has requested significant modifications or changes in the scope of the PROJECT pursuant to Section 3.3, the time of performance of the CONSULTANT's services shall be adjusted accordingly.

3.2 Standards of Performance

3.2.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by a competent member of CONSULTANT’s profession.

3.2.2 CONSULTANT shall be responsible for the accuracy of its services and documents resulting there from, and DISTRICT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation, except to the extent such action is solely attributable to deficiencies in DISTRICT-furnished information.

3.2.3 CONSULTANT and DISTRICT shall comply with applicable Laws or Regulations and DISTRICT-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to CONSULTANT’s scope of services, times of performance, or compensation.

3.3 Notice of Changes

In the normal course of administering the work under this Agreement, the DISTRICT may give written directives to the CONSULTANT, which may constitute a change to the Services or Schedule. If an instruction, directive or decision is given that the CONSULTANT believes is a change in scope or schedule, the CONSULTANT shall notify the DISTRICT within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. To the extent District agrees that a change in the Services required or the Schedule has occurred, the parties shall agree to an amendment to this Agreement pursuant to the process set forth in Paragraph 6.24 hereof.

3.4 CONSULTANT's Project Manager

The CONSULTANT shall assign personnel, identified as critical to the PROJECT, as designated in Exhibit A. The CONSULTANT shall not change these personnel assignments without the prior written consent of the DISTRICT’s Project Manager (as defined in Paragraph 4.3), which consent shall not be unreasonably withheld.

ARTICLE 4 - AUTHORIZATION AND PROJECT MANAGER

- 4.1 Specific authorization to proceed with the Services shall be granted in writing by the DISTRICT within a reasonable time after the execution of this Agreement. The CONSULTANT shall not proceed with the work without such authorization. The DISTRICT's Project Manager shall have authority to give such authorizations.
- 4.2 This Agreement shall be effective as of the CONSULTANT's receipt of the written authorization to proceed and shall be completed as set forth in the Schedule.
- 4.3 **DISTRICT's Project Manager**

The DISTRICT's Project Manager is authorized to approve work and billings hereunder, approve sub-consultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other DISTRICT actions referred to herein. The DISTRICT's Project Manager shall be Randy Rosane.

ARTICLE 5 - PAYMENTS TO CONSULTANT

In accordance with the terms and conditions of this Agreement, the DISTRICT shall compensate the CONSULTANT as follows:

5.1 Compensation

- 5.1.1 The DISTRICT agrees to pay the CONSULTANT on a time and materials basis with a not to exceed amount equal to Four Hundred, Eighty-Nine Thousand, Two Hundred Thirty and 00/100 Dollars (\$489,230) for the Services as billed monthly. Notwithstanding anything else to the contrary herein, the total compensation under this Agreement shall not exceed Four Hundred, Eighty-Nine Thousand, Two Hundred Thirty and 00/100 Dollars (\$489,230) without prior written approval of the DISTRICT.
- 5.1.2 The CONSULTANT is entitled to no compensation for the correction or revision of any errors or deficiencies in the services provided.
- 5.1.3 The DISTRICT may withhold from payments due the CONSULTANT such sums as are necessary, in the DISTRICT's sole and absolute discretion, to protect the DISTRICT against any loss or damage which may result from negligence or unsatisfactory work by the CONSULTANT, the failure of the CONSULTANT to perform as required under this Agreement, or claims filed against the CONSULTANT or the DISTRICT relating to the CONSULTANT's services or work under this Agreement.

5.2 Billing and Payment Procedure

- 5.2.1 The CONSULTANT will provide monthly invoices to the DISTRICT for work

performed during the preceding month. The invoices will be accompanied with a summary cost itemization and supported by a monthly progress report. The CONSULTANT shall maintain detailed records to support these charges and such records shall be available to the DISTRICT for audit and copying. The DISTRICT shall pay monthly payments to the CONSULTANT within 30 days of the DISTRICT's receipt of the CONSULTANT's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the DISTRICT's receipt of the CONSULTANT's statement. No interest shall be paid on disputed amounts.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Early Termination of Agreement

- 6.1.1 The DISTRICT and the CONSULTANT, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The DISTRICT, on thirty (30) days' prior written notice to the CONSULTANT, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the DISTRICT or the CONSULTANT may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

6.2 Payment on Early Termination

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the DISTRICT shall pay the CONSULTANT for work performed in accordance with the Agreement prior to the termination date.
- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the CONSULTANT due to a breach by the DISTRICT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.1.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT shall pay the CONSULTANT as provided in Paragraph 6.3.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the CONSULTANT's work product will

become and remain property of the DISTRICT.

6.3 Remedies

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the DISTRICT due to a breach by the CONSULTANT, then the DISTRICT may complete the work either itself, or by agreement with another consultant or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof, then the CONSULTANT shall promptly pay to the DISTRICT the amount of the excess.
- 6.3.2 The remedies provided to the DISTRICT under Paragraph, 6.1, 6.2, and 6.3 hereof for a breach by the CONSULTANT shall not be exclusive. The DISTRICT also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the DISTRICT, then the CONSULTANT's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

6.4 Indemnification and Insurance

- 6.4.1 The CONSULTANT agrees to indemnify, save harmless and defend the DISTRICT, its officers, commissioners, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property to the extent caused by the negligent or willful acts, errors, or omissions of the CONSULTANT or CONSULTANT's officers, owners, employees, agents, or its subcontractors or anyone over which CONSULTANT has a right to control.
- 6.4.2 The CONSULTANT agrees to furnish the DISTRICT evidence of commercial general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage for the protection of the DISTRICT, its officers, commissioners, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to the CONSULTANT's, or any subcontractors, in the performance of this Agreement. The insurance shall include the DISTRICT, its officers, commissioners, agents and employees, as additional insureds.
- 6.4.3 The CONSULTANT agrees to furnish the DISTRICT evidence of professional liability insurance coverage (errors and omissions, on a claims-made basis) in the amount of not less than \$1,000,000 because of personal injury, bodily injury, death or damage to property.

6.5 Oregon Law and Forum

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the DISTRICT and the CONSULTANT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon. The parties agree, however, to resolve any disputes between the parties in the manner described in Paragraph 6.23

6.6 Workers' Compensation Coverage Requirements

The CONSULTANT is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 ("Workers' Comp Law") and is solely liable for any workers' compensation coverage under this Agreement. If the CONSULTANT hires sub-consultants for the performance of this Agreement, the CONSULTANT agrees to require that the sub-consultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the CONSULTANT.

- 6.6.1 The CONSULTANT will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.
- 6.6.2 This Agreement is not intended to entitle the CONSULTANT to any benefits generally granted to DISTRICT, officers, or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this contract to the CONSULTANT are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the CONSULTANT is presently a member of the Public Employees Retirement System).

6.7 Subcontracts

The CONSULTANT shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the DISTRICT. The CONSULTANT shall require subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the CONSULTANT as specified in this Agreement. Notwithstanding DISTRICT approval of a subcontractor, the CONSULTANT shall remain obligated for full performance hereunder, and the DISTRICT shall incur no obligation other than its obligations to the CONSULTANT hereunder. The CONSULTANT agrees that if subcontractors are employed in the performance of this Agreement, the CONSULTANT and its subcontractors are subject to the requirements of the Workers' Comp Law.

6.8 Assignment

The CONSULTANT shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the DISTRICT which may be granted or withheld in its sole and absolute discretion. The DISTRICT may assign this Agreement at any time and shall provide CONSULTANT with notice of such assignment within thirty (30) days of such assignment.

6.9 Notice

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the DISTRICT: Clackamas County Service District No. 1
c/o Water Environment Services
150 Beaver Creek Rd.
Oregon City, Oregon 97045
ATTN: Randy Rosane, PE

Copy to: County Counsel
c/o Water Environment Services
150 Beaver Creek Road
Oregon City, Oregon 97045
ATTN: Amanda Keller

If to the CONSULTANT: Brown and Caldwell, Inc.
6500 SW Macadam Ave., Suite 200
Portland, Oregon 97239
ATTN: Brett Teel

6.10 Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

6.11 Integration

This Agreement contains the entire agreement between the DISTRICT and the CONSULTANT and supersedes all prior written or oral discussions or agreements.

6.12 Funds

The DISTRICT certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Year 2013/2014. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the DISTRICT (the "Board"), during budget processes. If the Board does not appropriate funds for subsequent fiscal years for the balance of this contract, the DISTRICT may immediately terminate this Agreement by giving written notice of termination to the CONSULTANT. The CONSULTANT shall not be entitled to compensation for any work performed after the date of such written termination notice. The DISTRICT shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

6.13 Estimates of Cost

The estimates of cost for a PROJECT provided for herein are to be prepared by the CONSULTANT through exercise of experience and judgment in applying currently available cost data. The CONSULTANT will keep the DISTRICT apprised of changes throughout the PROJECT that significantly impact the estimated costs provided.

6.14 Ownership of Documents

- 6.14.1 All work the CONSULTANT performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the DISTRICT, after payment to CONSULTANT for work completed. The DISTRICT shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the CONSULTANT produces in connection with this Agreement. On completion or termination of the Agreement the CONSULTANT shall promptly deliver these materials to the Project Manager.
- 6.14.2 The CONSULTANT may retain for its own records and at its own cost copies of the materials referred to in Paragraph 6.14.1 hereof.
- 6.14.3 Any use the DISTRICT makes of the materials referred to in Paragraph 6.14.1 hereof, except for purposes of the work contemplated by this Agreement, shall be at the DISTRICT's risk.

6.15 Commencement of Work

The CONSULTANT agrees that work being done pursuant to this Agreement will not be commenced until after:

- 6.15.1 Workers' compensation insurance is obtained, as specified in Paragraph 6.6.
- 6.15.2 This Agreement is fully executed by all parties and approved by the Board and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

6.16 Release of Information

No information relative to the PROJECT shall be released by the CONSULTANT for publication, advertising, communication with the media, the public, other clients of the CONSULTANT, or any other person for any other purpose, without prior written approval of the DISTRICT.

6.17 Maintenance of Records

The CONSULTANT shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each PROJECT in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The DISTRICT or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the CONSULTANT regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final PROJECT billing or until three (3) years after the date of resolution of any litigation or claim.

6.18 Audit of Payments

6.18.1 The DISTRICT, either directly or through a designated representative, may audit the records of the CONSULTANT at any time during the three (3) year period established by Paragraph 6.17.

6.18.2 If an audit discloses that payments to the CONSULTANT were in excess of the amount to which the CONSULTANT was entitled, then the CONSULTANT shall immediately repay the amount of the excess to the DISTRICT.

6.19 Public Contracting Law

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

6.19.1 The CONSULTANT agrees that it shall:

6.19.1.1 Make payments promptly, as due, to all persons supplying to CONSULTANT labor or materials for the performance of work contemplated by this Agreement.

6.19.1.2 Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.

6.19.1.3 Pay to the Department of Revenue all sums withheld from employees pursuant

to ORS 316.167 or its successor statutes.

- 6.19.1.4 Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the DISTRICT, any municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished for the performance of work contemplated by this Agreement.
- 6.19.2 If the CONSULTANT fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT by any person in connection with this Agreement, as such claim becomes due, the proper office representing DISTRICT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONSULTANT by reason of this Agreement. Further, the CONSULTANT or any first-tier subcontractor under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONSULTANT by any person in connection with this Agreement within thirty (30) days after receipt of payment from DISTRICT or the CONSULTANT, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).
- 6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the DISTRICT's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.
- 6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the DISTRICT's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.
- 6.19.5 The CONSULTANT shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- 6.19.6 The CONSULTANT and all employers working under this Agreement are subject employers under ORS 656.017.
- 6.19.7 The CONSULTANT shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

6.20 Equal Employment Opportunity

During the performance of this Agreement, the CONSULTANT agrees as follows:

- 6.20.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The CONSULTANT agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 6.20.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.
- 6.20.3 The CONSULTANT will send to each labor union or representative of workers with which CONSULTANT has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the CONSULTANT's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.21 Survival

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

6.22 Headings

The headings used in this Agreement are for general reference only and are not part of the contract language. This Agreement should be construed without giving any meaning to any headings included herein.

6.23 Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

- 6.23.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the PROJECT, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.
- 6.23.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.
- 6.23.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.
- 6.23.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, DISTRICT shall select one arbitrator and CONSULTANT shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.
- 6.23.5 Administration. The arbitration shall be administered by the American Arbitration Association.
- 6.23.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.
- 6.23.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.
- 6.23.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages

and shall not multiply actual damages or award consequential or punitive damages.

6.23.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.23.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

6.24 Amendments

The DISTRICT and the CONSULTANT may amend this Agreement at any time only by written amendment executed by the DISTRICT and the CONSULTANT. Any amendment that increases the amount of compensation payable to the CONSULTANT in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board. The Director or person designated by Board order may execute amendments to the Agreement to increase compensation within the limits of the authority established by the DISTRICT's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the DISTRICT.

6.25 Waiver

The DISTRICT and the CONSULTANT shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

6.26 Time is of the essence of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CONSULTANT:

CLACKAMAS COUNTY SERVICE
DISTRICT NO. 1

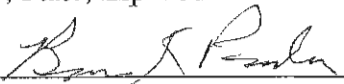
Brown and Caldwell, Inc.
Company

Michael S. Kuenzi, Director

6500 SW Macadam Ave., Suite 200
Address

Date

Portland, Oregon 97239
City, State, Zip Code


Authorized Signature

Vice President
Title

94-1446346
Federal Tax ID Number

11-6-13
Date

Exhibit A

Clackamas County Service District No. 1 Kellogg Creek WPCP- Influent Pump Station Rehabilitation Project Scope of Services

This Scope of Services provides for investigation and evaluation by Brown and Caldwell (BC) of the Kellogg Creek Water Pollution Control Plant (WPCP) Influent Pump Station (IPS) and related plant power distribution and backup power systems for Clackamas County Service District No. 1 (District). The product will be a report that identifies pump station and plant power system-related improvements, a sequencing plan for their implementation, identification of construction packages to accomplish the improvements, planning-level cost estimates for construction packages, and a 2- to 5-year capital improvements program for implementation. This Scope of Services is organized into the following phases:

- Phase 1. Project Initiation
- Phase 2. Investigation Information Assembly
- Phase 3. Evaluations
- Phase 4. Interface and Coordination with Others
- Phase 5. Ancillary Support Service Provisions
- Phase 6. Confirmations
- Phase 7. Project Management

Phase 1. Project Initiation

The following subtasks provide for agreement and project setup and conduct of the project kickoff workshop.

- Task 1.1 Project planning consultations
- Task 1.2 Establish project fiscal, schedule, and quality assurance (QA) controls
- Task 1.3 Receive, assemble and distribute project information received from the District
- Task 1.4 Background Review
- Task 1.5 Schedule, prepare kickoff workshop
- Task 1.6 Kickoff workshop

Deliverables: Project kickoff workshop agenda and summary notes

Phase 2. Investigation Information Assembly

Objective: To assemble baseline information for subsequent use in Phase 3 to develop an understanding of the existing pump station.

Task 2.1 Information Review

Activities: The BC team will review project information provided by the District.

Assumptions: The District will provide available record information for BC review and use. This will include record drawings, and specifications for the original IPS construction and subsequent IPS improvements, prior studies, reports, and maintenance records for IPS pumping and electrical power-related systems.

Deliverables: None

Task 2.2 Structural Condition Assessment

Activities: Review record drawings and prior assessment information available from the District, visit the site to observe existing structural concrete conditions, and compare existing conditions with modern code requirements. Report findings in a summary memorandum.

Deliverable: Summary memorandum

Task 2.3 Electrical Condition Assessment

Activities: Review record drawings and prior assessment information available from the District, visit the site to observe existing conditions, and compare observed conditions with modern code requirements. The assessment will consider the site power distribution and backup power systems. Report findings in a summary memorandum.

Deliverable: Summary memorandum

Task 2.4 Wet Well Investigation Summary Document

Activities: Meet with District staff to collect information and photographs from recent physical wet well entry investigations and cleaning operations and summarize District staff's operation and maintenance concerns about existing wet well trash screen and influent sluice gate.

At the meeting, confirm the configuration and elevation of the existing wet well liquid level sensor and liquid level set points used to turn pumps on and off and for high and low level alarms. This information will be converted to project datum.

Deliverable: Summary memorandum

Task 2.5 IPS Pumping System Investigations

Objective: To perform investigations to determine the condition of the existing pumping system components and quantify the District's observation that the pumping system fails to meet rated performance consistently.

Activities: Task 2.5 includes three subtasks.

Task 2.5.1 Desktop Analysis

BC will prepare a desktop baseline analysis to determine existing pumping conditions between the wet well and the influent channel of the screening system assuming an ideal clean system (no wet well depositions, no blockage of pump suction flow paths, and no accumulation of deleterious materials within pump volutes). Total dynamic head (TDH) for each pump will be identified assuming two large pumps with speed controllers (variable frequency drives) in-service and the smaller constant speed pump in service.

The target capacity for the analysis is 25 million gallons per day, the original capacity of the IPS.

BC will consult with pump manufacturers to obtain pump capacity rating curves for varying rotational speeds to identify TDH and suction head range limitations for the usable range of rotational speeds. Pumps 1, 2, and 4 are equipped with speed controllers. Pump 3 is a constant speed unit.

Deliverable: Summary memorandum

Task 2.5.2 Pump Internal Wear Component Maintenance History Review

BC will interview maintenance staff and review pump wear component replacement history records.

Task 2.5.3 Pump and Piping Inspections

Pump inspections, BC in coordination with District staff, will inspect the internal wear components of pumps through volute hand hole ports and more extensively for two pumps following disassembly by District staff during routine inspection or replacement of pump internal wear components.

For piping inspections, BC in coordination with District staff, will inspect suction and discharge piping and valve components. Inspection of suction and discharge piping will include non-destructive measurement of remaining pipe wall thickness.

Assumptions: District staff will provide BC personnel safe access for pump inspections and for pipe system wall thickness testing, including scaffold or other safe accessibility measures needed to facilitate inspection and metal thickness testing. Up to 80 pipe wall thickness tests are assumed. Up to four site visits for three BC personnel per visit and 4 hours on-site duration is assumed.

Deliverable: Summary memorandum

Task 2.5.4 Pump Field Testing

BC, in coordination with District staff, will plan, witness and record relevant information during field pump testing. Pumps 1, 2, and 4 will be tested at full speed and two reduced speed points. Pump 3 will be tested at its constant speed point. Suction valves may be adjusted during the tests to simulate partial blockage of pipe inlets at the wet well.

Assumptions: District staff will install calibrated pressure gauges on the suction and discharge of pumps and confirm flow meters are calibrated prior to pump field testing. During pump testing, the District will store flow and liquid level data using the supervisory control and data acquisition historian server. Liquid levels will be recorded for the wet well and the downstream bar screen influent channel. Pump field test witnessing and recording will be accomplished using two BC personnel during two consecutive 8-hour days, supported by District staff. The District will provide flow and liquid level data collected during the pump testing.

Deliverables: Summary memorandum

Task 2.6 Ancillary IPS Mechanical Systems

Activities: BC will review record information and conduct an inspection of existing systems, document apparent capacities, review codes, and provide a summary memorandum of findings for the HVAC and odorous air collection and the hoisting systems

Deliverables: Two summary memoranda, HVAC and odorous air collection and hoisting systems

Task 2.7 Near-Field Influent Sewers

Activities: Assemble hydraulic flow path record information for influent sewer features upstream of the IPS for use in Phase 3.

BC will assemble a set of record information for the plant's influent sewer system including onsite facilities and two offsite near-field points. To the north, the records will include the City of Milwaukie's system ending at the third manhole upstream of the inverted siphon crossing of Kellogg Creek. To the south, the records will include the first offsite manhole on the Lower Kellogg Interceptor.

Deliverables: One plan-view schematic figure identifying key system features. One data table identifying pipe diameters, slopes, horizontal distances and key elevations. One set of record information in pdf format.

Task 2.8 Alternate IPS System Arrangements

Activities: Alternate arrangements may be necessary to meet District objectives for the IPS Rehabilitation Project.

BC will develop up to three concept-level alternate system arrangements for the IPS for consideration under Phase 3. Alternate arrangements will consider the following topics:

- alternate types of pumps and wet well arrangements
- alternate methods to access lower levels of the IPS
- measures to address known code deficiencies (National Fire Protection Association Standard 820)
- alternate arrangement of electrical and backup power facilities

Deliverables: Concept-level plan, section graphics, and a preliminary list of constructability-related topics

Task 2.9 Alternative System Arrangement Workshop

Activities: BC will conduct a workshop to present preliminary alternate IPS system arrangements for District information and input.

Deliverables: Workshop agenda, presentation materials, and summary notes

Task 2.10 BC/District Project Management Consultation Meetings

Activities: At appropriate times when Phase 2 services are in progress, both the District and BC project managers will meet to discuss in-progress findings, upcoming activities, and consult on project matters.

Assumptions: There will be a total of five project management consultation meetings.

Deliverables: Periodic e-mail documentation

Phase 3. Evaluations

Objective: To perform evaluations and produce a report documenting an approach for IPS rehabilitation and power system improvements.

Task 3.1 Evaluation Kickoff Workshop

Activities: Prior to beginning the evaluations, BC will present a summary of key findings from Task 2 in a workshop. Decision parameters for use in the business case evaluation (BCE) will be revisited or otherwise established during the workshop. Best project budget utilization of IPS hydraulic modeling efforts budgeted under Task 3.2 is anticipated to be determined during this workshop.

Deliverables: Agenda, reference materials, and workshop summary notes

Task 3.2 IPS Hydraulic Modeling (optional*)

Activities: The District and BC agree that the scope of hydraulic modeling for the project is not known at the time of this agreement. The need for and scope of modeling will be determined during or after completion of Phase 2. This task establishes budget allowances for hydraulic modeling as identified below:

- Computerized fluid dynamic (CFD) modeling: BC CFD modeling staff budget allowance: \$25,000
- Physical Modeling: Subconsultant budget allowance (subconsultant to be determined): \$100,000
- BC modeling facilitation and management: \$30,000

Assumptions: CFD modeling may be used to consider modifications to the existing wet well. CFD modeling is exploratory in nature and would need to be followed by physical modeling. The budget amount for physical modeling assumes one physical modeling effort, of either the existing wet well or an alternate wet well configuration. BC will not proceed with hydraulic modeling until a written scope and budget is jointly agreed and authorized in writing by the District.

Deliverables: To be determined

Task 3.3 Alternate IPS System Configurations

Activities: The concept-level alternate arrangement developed in Phase 2 will be compared from construction implementation sequencing and planning-level cost perspectives. This information will be used in subsequent alternative selection evaluations.

Deliverables: Summary memorandum

Task 3.4 Power Distribution and Backup Power System Improvements

In conjunction with Phase 2 findings, BC will develop and evaluate two arrangements for power distribution and backup power system improvements.

BC will meet with District staff to review the alternatives in a workshop.

Deliverables: Summary memorandum, workshop agenda, and summary notes

Task 3.5 Planning Level Cost Estimate

Activities: BC will prepare planning level cost estimates for use in evaluating alternate IPS wet well and pumping system arrangements, alternate site power distribution, and backup power arrangements. This information will be used to prepare for the BCE workshop.

Deliverables: None

Task 3.6 BCE Workshop

Activities: BC will prepare for and conduct a BCE workshop to assist District staff with selecting IPS rehabilitation improvements.

Deliverables: Workshop coordination, agenda, and BCE process summary memorandum

Task 3.7 IPS Rehabilitation Project Report Preparation

Activities: BC will prepare a draft report summarizing IPS rehabilitation and power system improvements. The report will identify two or more construction packages, a sequencing plan for improvements, and a 2- to 5-year capital improvement program for implementation.

Deliverables: Draft report, including six hard copies and one electronic version on CD

Phase 4. Interface and Coordination with Others

Objective: To coordinate BC's project services with other design and planning teams engaged by the District, Clackamas County Electrical Permit personnel, the local power utility company (Portland General Electric) and the City of Milwaukie. BC will participate with the District in up to three meetings administered by BC. BC will attend and participate in up to seven additional meetings administered by the District.

Deliverables: Meetings administered by BC: Provide agendas, reference material and meeting summary notes. Meetings administered by the District: Review and comment on meeting summary notes prepared by the District.

Phase 5. Ancillary Support Services (optional*)

Objective: To establish a budget amount for unanticipated support services. Such services will be defined by the District and will be negotiated and approved in writing prior to BC's initiation of ancillary support services.

Deliverables: To be determined

Phase 6. Confirmations

Objective: For the District to confirm the range of flows to be addressed at the Kellogg WPCP in the future. This information is anticipated after completion of infiltration/inflow studies and other long-range planning efforts.

Task 6.1 Consultations

Activities: BC will consult with District staff as requested to discuss flow planning relative to the IPS Rehabilitation Project and the draft report identified in Task 3.7.

Deliverables: None

Task 6.2 Flow-Related Adjustments and Final Report

Activities: Based on the results of the flow confirmation, the District and BC will determine if the draft report will be finalized or if additional engineering evaluations are necessary. For the purposes of this Scope of Services, BC assumes that the report will be finalized. If required, additional services will be identified and amended to the agreement.

Deliverables: Final report, including six hard copies and one electronic version on CD

Phase 7. Project Management

Objective: To manage the BC project team and communicate with the District.

The following subtasks provide for overall project management.

Task 7.1 Manage BC services

Task 7.2 Manage BC internal project controls (fiscal/schedule/QA)

Task 7.3 Schedule District/BC activities

Task 7.4 Manage Non-Labor project Expenses

BC will manage the non-labor expense budget for the project including; travel, lodging, vehicle mileage, test equipment rental, outside printing service for report reproduction, and other non-labor project expenses.

Task 7.5 Prepare and submit monthly billings and project status reports

Deliverables: Monthly invoices and status reports.

Monthly expenditures will be invoiced as shown in Table 1-1.

Clackamas Co Service Dist No. 1 – Kellogg Crk WPCP PS Rehab		
Phase	Phase Description	Base Project / Optional Project Tasks
001	Project Initiation	24,218
002	Investigations	103,766
003	Evaluations	106,404
004	Interface and Coordination with Others	19,086
006	Confirmations	13,620
007	Project Management	46,148
Optional Tasks		
005	Ancillary Support Services	19,918
003	Evaluations	
002	IPS Hydraulic Modeling	156,070
Totals (\$)		313,242 / 175,988

Figure 1-1. Invoice summary table

*Task 3.2 and Phase 5 are optional tasks that require authorization by the District’s project manager prior to activity by BC.

Key BC Personnel

In accordance with Agreement Paragraph 3.4, BC shall assign the following personnel identified as critical to Project. BC shall not change these personnel without prior written consent of the District’s Project Manager (as identified in Paragraph 4.3) and will not be changed without District approval, which consent shall not be unreasonably withheld. (1) Brett Teel, Project Manager, (2) Marc Maisonville, Lead Electrical Engineer.

Overall Assumptions

- Investigation of a new replacement IPS will not be considered unless otherwise authorized by the District.
- A structural condition assessment that examines existing foundation and subsurface soil conditions will not be explored in this Scope of Services. The structural review of the IPS will be limited to review of original design drawings and visual inspection of structural concrete elements (the caisson, suspended slabs, upper walls, and connection interface to the adjacent headworks). Life Safety Tier 1 assessment (assuming no destructive or non-destructive testing) is included in the Scope of Services. Subsequent tier assessments are not included but may be recommended based on Life Safety Tier 1 assessment findings. The record document provided by the District entitled “Seismic Vulnerability Assessment – Kellogg Creek Wastewater Treatment Plant”, dated April 2002, will be reviewed and referenced.
- The District will provide all relevant record documents to BC for the original IPS construction including specifications, prior investigative information concerning pumping system deficiencies, and

pump system maintenance records identifying major rebuilds or replacements of internal wearing components.

- The District will provide its method of controlling wet well level and datum reference used in the past several years, and departures from the original liquid level control elevation, if any.
- The District will assist in physical inspections including providing safe access to inspection areas for BC.
- The District will work with BC to document recent investigations of the existing wet well, in particular the recent removal of solids accumulation in the wet well and the nature of largest encountered solids. The District will also facilitate one additional wet well inspection to determine the nature and rate of debris accumulation since its last cleaning.
- The term summary memorandum identified in Task 2 and Task 3 (subtask deliverables) refers to short informational documents, generally one to three pages in length with attachments. District review comments (if any) will be attached as a separate document.
- The District will prepare and ready each pump for internal inspection via volute inspection ports. The District will also disassemble up to two of the four pumps for BC's inspection of pump internals. (Pump Nos. 1 and 3 are anticipated to be inspected at this time).
- The District will accommodate BC's inspection of the plant's electrical power distribution system components and backup power system components.
- The monthly reporting and billing format used by BC for the Kellogg Creek WPCP Systems Maintenance project will be used for this project.

Exhibit B

Clackamas County Service District No. 1 Kellogg Creek WPCP– Influent Pump Station Rehabilitation Project Schedule

- Phase 1: Services will be scheduled for completion within 2 week following Notice to Proceed (NTP). NTP is anticipated on November 21, 2013.
- Phase 2: Services will be scheduled for completion within 3 months following NTP. Note: Tasks 2.5.3 and 2.5.4 will be scheduled as needed to avoid interference with IPS operation.
- Phase 3: Authorized services will be scheduled for completion within 7 months following NTP (approximately June 30, 2014), except as follows: (1) Task 3.2 (IPS Modeling) is an optional service. A schedule for Task 3.2 will be developed if and when authorized by the District.
- Phase 4: Interface and Coordination with Others: Services will be provided to accommodate Phase 2 and Phase 3 activities.
- Phase 5: Ancillary Support Services are optional services. A schedule for Phase 5 services will be developed when Phase 5 services are authorized by the District.
- Phase 6: Confirmations: Services are anticipated to be completed within 8 months following NTP (approximately July 31, 2014).

The schedule may be adjusted upon mutual agreement between the District and BC project managers.