

AGENDA

Thursday, July 25, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-80

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

A. Health, Housing & Human Services

1. Approval to Apply for a Grant from Oregon Department of Education Youth Development Division for Youth and Community to Fund PreventNet Community School Sites in Clackamas County – *Children, Families & Community Connections*
2. Approval of a Revenue Grant Agreement with Health Share of Oregon for Help me Grow Liaisons – *Children, Families & Community Connections*
3. Approval of a Local Grant Agreement with Northwest Family Services to Provide Evidence-based parenting Education Classes - - *Children, Families & Community Connections*
4. Approval of a Local Grant Agreement with Todos Juntos to Provide Evidence-based parenting Education Classes - - *Children, Families & Community Connections*
5. Approval of an Intergovernmental Agreement with North Clackamas Parks and Recreation District, Milwaukie Center to Provide Social Services for Clackamas County Residents – *Social Services*
6. Approval of a Subrecipient Agreement with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal assistance for Clackamas County Residents – *Social Services*

B. Department of Transportation & Development

1. Approval of Intergovernmental Agreement between Clackamas County and the City of Molalla Related to Plan Review, Permitting, and Inspection Services
2. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for the Canby Ferry ITS Project - *Procurement*

C. Elected Officials

1. Request by the Clackamas County Sheriff's Office to Approve an Intergovernmental Agreement with Oregon Department of Transportation for the Oregon Motor Carrier Safety Action Plan - *ccso*

D. Business & Community Services

1. Approval of Grant Modification No. 2 between Clackamas County and USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program

E. Tourism & Cultural Affairs

1. Approval of a Personal/Professional Services Contract with Travel Portland for the Portland Region Partner Agreement - Regional Cooperative Tourism Program (RCTP)
2. Approval of a Personal/Professional Services Contract with Oregon Tourism Commission for the Mt. Hood/Columbia River Gorge Region Partner Agreement - Regional Cooperative Tourism Program (RCTP)

F. Technology Services

1. Approval of a Service Level Agreement with Clackamas Soil and Water Conservation District for Lease of Dark Fiber Connections
2. Approval of a Service Level Agreement with Harmony Academy for the Lease of Dark Fiber Connection

III. COUNTY ADMINISTRATOR UPDATE

IV. COMMISSIONERS COMMUNICATION

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

COPY

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval To Apply for a Grant from Oregon Department of Education
Youth Development Division for Youth and Community to fund
PreventNet Community School Sites in Clackamas County

Purpose/Outcome	If awarded, grant will fund PreventNet Community School sites in 10 schools and 7 school districts through sub-agreements with non-profit service providers. PreventNet provides academic support services to youth at high risk of disengagement from school and dropping out.
Dollar Amount and Fiscal Impact	\$1,000,000 (\$50,000 per PreventNet site per year for two years) No impact to the County. No match requirement.
Funding Source	Oregon Department of Education – Youth Development Division (Title XX Youth Investment and State General Funds)
Duration	October 1, 2019 - June 30, 2021
Previous Board Action/Review	
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	N/A
Contact Person	Korene Mather 503-650-3339
Contract No.	N/A

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval to apply for Youth and Community Grants from Oregon Department of Education Youth Development Division. If awarded, funds will be sub-awarded to local non-profits to continue to operate PreventNet Community Schools – a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school. There are ten sites (two high schools and eight middle schools) in seven school districts across Clackamas County and services include one-on-one case coordination for at-risk and high-risk youth referred by school counselors, teachers, principals, and families. Site staff conduct assessments to determine youth strengths and needs, and connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

If awarded, the funding involved includes a combination of federal (CFDA #93.667) and state general funds. There is no match requirement.

Healthy Families. Strong Communities.

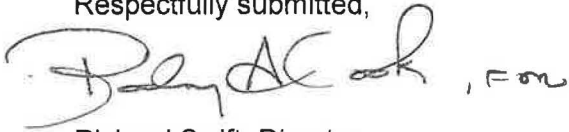
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approval of this request to apply and authorization for Richard Swift, H3S Director 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 "Richard Swift", followed by a comma and the word "For". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing & Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Application for: Subrecipient funds Direct Grant

Lead Department:

H3S-Children, Family & Community
Connections

Grant Renewal? Yes

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Youth and Community Grant Programs
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Korene Mather
Requestor Contact Information: 503-650-3339
Department Fiscal Representative: Scott Vandecoevering
Program Name or Number (please specify): 6167, 6168, 6169, 6170, 6171, 6172
Brief Description of Project:

PreventNet Community Schools are a school-based service system focused on prevention and early intervention for youth at high risk of disengagement from and dropping out of school. There are 10 sites (two high schools and eight middle schools) in seven school districts across Clackamas County. CFCC contracts with local non-profit agencies to provide services at the sites, including one-on-one case coordination for at-risk and high risk youth referred by school counselors, teachers, principals, youth assessments to determine strengths and needs, and to connect youth and their families to services and resources, and goal setting with youth to improve academic performance, risk behaviors, and/or school attendance. Site staff also organize extracurricular academic and prevention activities to make sure youth are engaged constructively at times when they are otherwise likely to be unsupervised.

Name of Funding (Granting) Agency: Oregon Department of Education - Youth Development Council

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

<http://www.oregonyouthdevelopmentcouncil.org/2019-2021-request-for-grant-proposals/>

OR

Application Packet Attached: Yes No

Completed By: Korene Mather Date: 7/3/2019

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

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

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: 9/1/2019
CFDA(s), if applicable: 93.667
Announcement Date: 5/1/2019 Announcement/Opportunity #: RFGP ODE-2408-19
Oregon Department of Education Youth and Community Investment Grant
Grant Category/Title: Programs Max Award Value: Multiple applications - total \$1,000,000
Allows Indirect/Rate: 15.00% Match Requirement: none
Application Deadline: 7/16/2019 Other Deadlines: none
Grant Start Date: 10/1/2019 Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: Korene Mather Program Income Requirement: none
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

The mission of CFCC is to provide prevention, early intervention and system coordination services to the most vulnerable children, youth and families in Clackamas County so they can experience safe and stable home environments and academic progress. Positive Youth Development, school engagement and dropout prevention are core components of PreventNet Community Schools, which operate in 10 schools and 7 school districts across the county which the grants, if funded, will support.

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

CFCC created the PreventNet Community Schools system in 2001 to assist youth at risk of "falling through the cracks" of the educational system. PreventNet is a partnership between CFCC, local non-profits that provide the services, and local schools, which provide the non-profit staff access to students and student records, office space and supplies. CFCC partners with other agencies (county and community) to provide ancillary services, develop other resources, and support technical assistance and training. As such, it is uniquely positioned to lead the effort.

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

The purpose of the grant is to support prevention and intervention services for youth ages 6-24 who are disconnected from, or at risk of disconnecting from, school and work. It is intended to address risk factors that, if left unaddressed, are likely to lead to more costly outcomes, which include lower educational attainment, lower earning potential, homelessness, criminal activity, and other adverse outcomes. This is what PreventNet is designed to accomplish.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes - the grant will support PreventNet Community School sites in 10 schools and 7 school districts. PreventNet has been operated by CFCC since 2001. PreventNet serves youth at risk of disengagement from school and dropping out in the school environment. Youth receive one-on-one regular check-ins with site staff, set goals, participate in homework assistance, as well as constructive extracurricular activities and recreation.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

CFCC has Program Planners that have experience overseeing service contracts/agreements with non-profits. The non-profits employ highly qualified service providers to operate the PreventNet sites.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

PreventNet is a partnership between Clackamas County CFCC, local non-profits, schools, and local communities.

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

N/A

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

PreventNet has been operating since 2001 through a variety of funding sources. CFCC intends to continue to develop sources of funds, including reapplying for YDD funds when this grant cycle ends.

Collaboration

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

Although no other department or division will receive funding through this award, several do provide additional supports to PreventNet sites. Behavioral Health Division provides youth mental health assessment/treatment and drug/alcohol prevention funds that serve youth at PreventNet sites; Juvenile Department offers community-based cognitive skills training for youth at the sites.

Reporting Requirements

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

Oregon Department of Education Youth Development Division will require quarterly reporting on a number of measures to be determined. CFCC has a work plan quarterly reporting process for sub-agreements that include measures of program inputs, outputs, and outcomes to determine the effectiveness of services.

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

Program performance will be evaluated using school student data (attendance, grades, etc.) and program participation data collected by PreventNet site staff and documented in youth case files.

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

Fiscal reporting will occur on a quarterly basis.

Fiscal

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

Yes, the grant will cover CFCC administrative costs and program planners to oversee agreements with non-profit service providers, who will serve a minimum of 300 at-risk/high-risk youth at the 10 PreventNet sites.

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

No other revenue sources are required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

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

Yes, up to 15% of the grant can be used to cover indirect costs. CFCC will split the allowed amount with the non-profit service provider.

Program Approval:

Brian McCrady

7/8/2019

Brian Mo Crady

Name (Typed/Printed)

Date


Signature


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

ATTACH ANY CERTIFICATIONS REQUIRED BY THE STATE OF OREGON FOR THIS PROJECT OR ADMIN WILL SIGN

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Korene R. Mather	7/8/2019	Korene R. Mather
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rodney A. Cook , H3S Deputy Director	7/9/2019	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Jeff Aldridge	7-9-19	
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Grant Agreement with Health Share of Oregon for
Help Me Grow Liaisons

Purpose/Outcome	Funding will be subcontracted to non-profit agencies that will connect families to needed services that promote healthy child development and access to prevention and early intervention services.
Dollar Amount and Fiscal Impact	\$60,000 No Impact to County and no match required.
Funding Source	Health Share of Oregon
Duration	Effective date signed and terminates on June 30, 2020
Previous Board Action/Review	n/a
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: July 9, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9392

BACKGROUND:

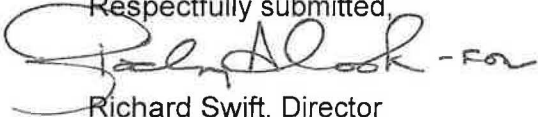
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Revenue Agreement with Health Share of Oregon. Funds will be subcontracted to two community non-profit organizations to fund Help Me Grow (HMG) Liaisons. HMG Liaisons will promote optimal child development through early detection of risk of developmental delays by connecting families with children birth to five years to early developmental screening, prevention, and early intervention services.

This Revenue Agreement is effective upon signature by all parties for services starting on July 1, 2019 and terminating on June 30, 2020. This Revenue Agreement has a maximum value of \$60,000 and no county funds are involved.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

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GRANT AGREEMENT

This Grant Agreement (“**Agreement**”) by and between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”) and Clackamas County Health, Housing and Human Services Department - H3S/CFCC (“**Grantee**”) is entered into on the date of the Agreement’s full execution and is effective as of the 1st of July, 2019 (the “**Effective Date**”).

RECITALS

- A. Health Share is qualified for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is further classified as a non-private foundation within the meaning of Code Section 509(a).
- B. Health Share’s exempt purposes include developing an integrated community health system that achieves better care, better health, and lower costs for the Medicaid population in the communities that Health Share serves.
- C. Health Share will further Health Share’s exempt purposes by sponsoring Grantee’s performance of the activities described in the statement of work attached to this Agreement as Exhibit A (the “**Statement of Work**”).
- D. Grantee has agreed to perform the activities described in the Statement of Work in accordance with this Agreement including the budget attached hereto as Exhibit B (the “**Budget**”).

AGREEMENT

1. Grant Award.

- 1.1 Amount. Health Share awards a grant in the amount of \$60,000 (sixty thousand dollars), to Grantee, subject to the terms and conditions of this Agreement.
- 1.2 Invoicing. To receive grant funds, Grantee must prepare and submit monthly or quarterly invoices to Health Share that document the actual expenses Grantee has incurred during the preceding month or quarter in Grantee’s performance of the activities described in the Statement of Work. Grantee must submit Grantee’s invoice no later than thirty (30) calendar days from the end of the month for which Grantee is seeking reimbursement. Invoices must include the designated project code (360085) provided by Health Share. Invoices must be submitted to one of the following addresses:

vendorinvoice@healthshareoregon.org

OR

Health Share of Oregon
Attn: Finance Department
2121 SW Broadway, Suite 200
Portland, Oregon 97201

1.3 Payment. Health Share will disburse grant funds to reimburse Grantee for invoiced amounts within thirty (30) calendar days of receiving the invoice, assuming Grantee's continued compliance with the terms and conditions of this Agreement, including any benchmarks established in the Statement of Work, and provided that Grantee has submitted the invoice in accordance with this Section 1.3 and Health Share has determined that the amounts shown on the invoice are correct and represent amounts properly incurred by Grantee in the performance of the activities described in the Statement of Work.

2. Use of Grant Funds.

2.1 Required Use. Grantee will use the grant funds solely for the activities described in the Statement of Work and in accordance with the Budget. Furthermore, Grantee will use the grant funds exclusively for charitable purposes within the meaning of Code Section 501(c)(3). Use of any portion of the grant funds, including any interest earned, for any other purpose must be approved in writing by Health Share before Grantee spends the funds.

2.2 Prohibited Use. Grantee will not use any portion of the grant funds: (i) to carry out propaganda, or otherwise attempt to influence legislation; (ii) to influence the outcome of any specific election of a candidate for public office; (iii) for any grants to individuals awarded on a nonobjective basis; or (iv) for any non-charitable purpose within the meaning of Code Section 501(c)(3). Grantee will repay, on demand, to Health Share any portion of the grant funds that is not spent in accordance with this Agreement, including the requirement that all grant fund be spent for charitable purposes within the meaning of Code Section 501(c)(3).

3. Reporting and Recordkeeping.

3.1 Required Reports. Grantee will, at a minimum, provide annual written reports to Health Share as to the expenditure of the grant funds, covering both the substance of Grantee's activities funded with the grant award and Grantee's financial administration of the grant, as well as a final report that details all expenditures of the grant funds and the progress made towards the grant's goals, including Grantee's progress toward any benchmarks established in the Statement of Work. Grantee's annual reports is due no later than sixty (60) days from the end of Grantee's tax year and Grantee's final report is due within sixty (60) days from the date that the grant funds are fully expended. Other provisions in this Agreement, including provisions in the Statement of Work, may specify additional requirements for Grantee's annual and final reports and impose additional reporting requirements.

3.2 Separate Accounting. Grantee will maintain Grantee's books so as to show the grant fund separately and will keep adequate records to substantiate all expenditures of the grant funds. Grantee will make these books and records available to Health Share at reasonable times for review and audit upon Health Share's request and will comply with all reasonable requests by Health Share for information and interviews regarding Grantee's use of the grant funds. Health Share may, at Health Share's own expense, conduct an independent financial and programmatic audit of Grantee's expenditures of this grant and Grantee will cooperate with any such audit.

- 3.3 **Additional Information.** Grantee will supply Health Share with such other information as Health Share may reasonably request for purposes of exercising Health Share’s responsibility for supervising Grantee’s expenditure of the grant funds.
- 3.4 **Term.** The term of this Agreement begins on the Effective Date. Unless earlier terminated as provided in the Standard Terms and Conditions below, the termination date shall be June 30th, 2020.
- 3.5 **Acknowledgement of Health Share.** Grantee will acknowledge Health Share in any announcement or publication Grantee makes regarding the grant or Grantee’s grant-funded activities; provided, however, that Grantee will submit such materials in advance to Health Share, for review and revision in Health Share’s sole discretion.

4. **Changes in Control.**

- 4.1 **Corporate Changes.** Grantee will notify Health Share within thirty (30) days of any significant changes to Grantee’s corporate legal or tax status.
- 4.2 **Personnel Changes.** If requested, Grantee will notify Health Share of the personnel responsible for the performance of the activities described in the Statement of Work and will notify Health Share within thirty (30) days of any changes in such personnel.

5. **Miscellaneous.**

- 5.1 **Notices.** All notices and other communications under this Agreement will be in writing and deemed effectively given when personally delivered or when actually deposited in the mail as prepaid, registered or certified mail, return receipt requested, to the address set forth below or to any other address which either party may designate to the other by written notice, including email:

Health Share:

Health Share of Oregon
 Attn: Peg King, Manager, Early Life Health Partnerships
 2121 SW Broadway, Suite 200
 Portland, Oregon 97201

Clackamas County:

Clackamas County Health, Housing and Human Services – Children, Families & Community Connections
 Attn: Korene Mather, Interim Director, Children, Family & Community Connections Division
 150 Beavercreek Road
 Oregon City, OR 97045

- 5.2 **Attachments and Exhibits.** In addition to the terms and conditions set forth in the body of this Agreement, the rights and obligations of the parties are subject to the Standard Terms and Conditions for Grant Agreements (the “**Standard Terms and Conditions**”) and any Exhibits attached to this Agreement and incorporated by this reference. The Standard Terms and Conditions and Exhibits will be construed with and as an integral part of this Agreement to the same extent as if the Standard Terms and Conditions and Exhibits had been set forth verbatim in the body of this Agreement.

[signature page follows]

The parties' proper and duly authorized officers have signed and executed this Agreement, effective as of the Effective Date set forth in this Agreement's preamble.

HEALTH SHARE OF OREGON, an Oregon nonprofit corporation

Date Signed

Name: Maggie Bennington-Davis, MD

Title: Interim CEO

CLACKAMAS COUNTY, by and through its Dept. of Health, Housing and Human Services

Date Signed

Name: Richard Swift

Title: Director, Dept. of Health Housing and Human Services

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Northwest Family Services to provide
Evidence-based Parenting Education Classes

Purpose/Outcome	Northwest Family Services will provide English and Spanish evidence-based parent education class series to Clackamas County parents of children ages birth to 16 years.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$35,358. No Impact to County and no match required.
Funding Source	Oregon Community Foundation (\$17,838) Oregon State University for its College of Public Health (\$17,520)
Duration	August 1, 2019 to June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: July 9, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9360

BACKGROUND:

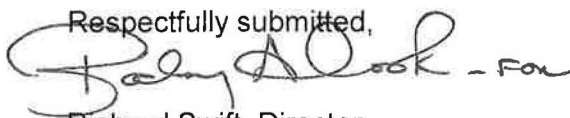
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement with Northwest Family Services to provide three English and three Spanish evidence-based parent education classes to 48 parents of children ages birth to 16 years. Evidence-based parent education expands parent knowledge resulting in healthy child development, as well as improved parenting skills, parent-child relationships, and school readiness.

This Grant Agreement is effective upon signature by all parties for services starting on August 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$35,358.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9362	
Program Name: OPEC Parenting Education Program/Project Number: 9362	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Northwest Family Services (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Rose Fuller	Program Representative: Samantha Furlow
Northwest Family Services 6200 SE King Road Milwaukie, OR 97222 503-546-9397 rfuller@nwfs.org	Northwest Family Services 6200 SE King Road Milwaukie, OR 503-421-7122 sfurlow@nwfs.org
FEIN: 93-0841022	

RECITALS

1. Northwest Family Services (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series' to parents of children ages birth to 6 years and parents of children ages 6 to 16 years old, who are living in Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.
2. SUBRECIPIENT will conduct one Spanish class series of each of the following, Paternidad Activa-4a, Paternidad Activa de Adolescentes and Abriendo Puertas. Classes must target families with children 6 to 12 years old, 11 to 16 years old and birth to 6 years old respectively. SUBRECIPIENT will also conduct one English class series of Active Parenting Now, Active Parenting Teens and Incredible Years. Classes must target families with children 6 to 12 years old, 11 to 16 years old, and birth to 6 years old respectively.
3. This Agreement of 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 Local SUBRECIPIENT Agreement, the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program 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 Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to the COUNTY by the Oregon Community Foundation (**\$17,838**) and Oregon State University for its College of Public Health and Human Sciences (**\$17,520**). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$35,358**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
6. **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.
7. **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, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** The COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. 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.
9. **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.

10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
- a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with Oregon Community Foundation Oregon Parenting Education Collaborative and Oregon State University for its College of Public Health and Human Sciences/HDFS/Hallie E. Ford Center for Healthy Children and Families.
 - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
 - h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
 - i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
 - j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such 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, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.

- k) **Record Retention.** 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 six (6) years following the Project End Date (June 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **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, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

- a) **Public Policy.** 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 as applicable to SUBRECIPIENT.
- 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 resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

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, death, 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 covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence 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) **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). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **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, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 8) **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.
 - 9) **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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 11) **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.
 - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. 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)

SUBRECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

By: Rose Fuller
Rose Fuller, Executive Director

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: 7/9/2019

Dated: _____

Approved as to budget and work plan:

Korene Mather
Korene Mather, Interim Director
Children, Family & Community Connections

Dated: 7/15/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Grant Agreement with Todos Juntos to provide
Evidence-based Parenting Education Classes

Purpose/Outcome	Todos Juntos will provide English and Spanish evidence-based parent education classes to parents of children ages birth to 14 years of age who are living in Clackamas County.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$26,570. No impact to County and no match required.
Funding Source	Oregon Community Foundation (\$10,050) Oregon State University for its College of Public Health (\$16,520)
Duration	August 1, 2019 to June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: July 9, 2019
Contact Person	Korene Mather 503-650-3339
Contract No.	CFCC 9360

BACKGROUND:

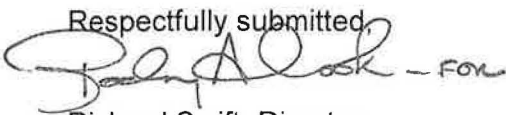
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Local Grant Agreement with Todos Juntos to provide three English and one Spanish evidence-based parent education classes to parents of children ages birth to 14 years of age. Evidence-based parent education expands parent knowledge resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.

This Grant Agreement is effective upon signature by all parties for services starting on August 1, 2019 and terminating on June 30, 2020. This Agreement has a maximum value of \$26,570.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC- 9360	
Program Name: OPEC Parenting Education Program/Project Number: 9360	
This Agreement is between Clackamas County, Oregon , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and Todos Juntos (SUBRECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Chelsea Hamilton
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 650-5682 chamilton@clackamas.us
SUBRECIPIENT Data	
Finance/Fiscal Representative: Eric Johnston	Program Representative: Shawna Johnson
Todos Juntos PO Box 645 Canby, OR 97013 503-544-1513 ejtodosjuntos@comcast.net	Todos Juntos PO Box 645 Canby, OR 97013 503-341-3381 shawnaj@todos-juntos.net
FEIN: 93-1308023	

RECITALS

1. Todos Juntos (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide evidence-based parent education class series' to parents of children ages birth to 6 years and parents of children ages 7 to 14 years old, who are living in Clackamas County. Evidence-based parent education expands parent knowledge resulting in healthy child development, strengthens parenting skills, parent-child relationships and school readiness.

2. SUBRECIPIENT will conduct one English and one Spanish class series of Make Parenting a Pleasure (total of 10 sessions each), with a minimum of 8 unduplicated parents per series. Classes must target families with children birth to 6 years old. SUBRECIPIENT will also conduct one English class series of Strengthening Families (total 10 sessions), with a minimum of 6 unduplicated parents and 6 unduplicated youth (classes must target families with children 7-14 years old) and Active Parenting Now (total 6 sessions), with a minimum of 8 unduplicated parents. Classes must target families with children 5 to 12 years old.

3. This Agreement of 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 Local SUBRECIPIENT Agreement, the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **August 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to perform the Program 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 Oregon Community Foundation – Oregon Parenting Education Collaborative Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the Oregon Parenting Education Collaborative issued to the COUNTY by the Oregon Community Foundation (**\$10,050**) and Oregon State University for its College of Public Health and Human Sciences (**\$16,520**). The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$26,570**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **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.
7. **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, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
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future support for the activity contracted herein except as set forth in this agreement.

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 - c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
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 - 6) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which

the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 8) **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.
 - 9) **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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 10) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 11) **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.
 - 12) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. 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)

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, OR 97013

CLACKAMAS COUNTY

Commissioner Jim Bernard, Chair
Commissioner Sonya Fischer
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader

By: 
Eric Johnston, Executive Director

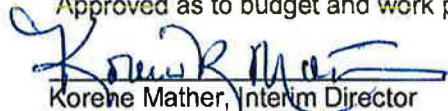
Dated: 7/11/19

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved as to budget and work plan:


Korene Mather, Interim Director
Children, Family & Community Connections

Dated: 7/15/19

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

COPY

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with North Clackamas Parks and Recreation District (NCPRD)-Milwaukie Center to Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Intergovernmental Agreement with the NCPRD- Milwaukie Center to provide Older American Act (OAA) funded services for persons in the North Clackamas Parks and Recreation District area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$328,745. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation (SPA) funds, Ride Connection pass-through Special Transportation Formula (STF) funds, and Low-income Home Energy Assistance Program (LIHEAP) funds- no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	Agreement approved by County Counsel on 6/17/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9300

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Intergovernmental Agreement with the North Clackamas Parks and Recreation District (NCPRD)-Milwaukie Center to provide Older American Act (OAA) funded services for persons living in the NCPRD-Milwaukie Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than NCPRD-Milwaukie Center showed an interest in providing these services in the NCPRD-Milwaukie Center area, so an

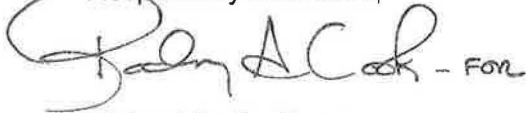
Intergovernmental agreement with the NCPRD-Milwaukie Center was negotiated. This is the fourth agreement under this NOFO.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement was approved by County Council on June 17, 2019.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gary A. Cook - For". The signature is written in black ink and is positioned above the printed name of the signatory.

Richard Swift, Director

Health Housing & Human Services

INTERGOVERNMENTAL AGREEMENT #9300

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

and

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
MILWAUKIE CENTER

Fiscal Year 2019-2020

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INTERGOVERNMENTAL AGREEMENT

I. PURPOSE

This agreement provides the basis for a cooperative working relationship between Clackamas County Health, Housing, & Human Services Department/Social Services Division, herein referred to as H3S-SSD, and North Clackamas Parks and Recreation District/Milwaukie Center, herein referred to as NCPRD-MILWAUKIE, with the common goal of providing social services to clients of the Aging and Disability Services program.

II. SCOPE OF WORK AND COOPERATION

- A. NCPRD-MILWAUKIE agrees to accomplish the work under this contract for State and Federally funded services as outlined in Exhibit 1 - Purpose, Service Descriptions and Service Objectives.
- B. NCPRD-MILWAUKIE agrees to accomplish the following work under this contract for Ride Connection funded services:
 - 1. Provide rides using NCPRD-MILWAUKIE operated vehicles, volunteers and/or private taxis to older persons and to younger persons with disabilities who are unable to manage transportation needs independently.
- C. H3S-SSD agrees to:
 - 1. Provide technical assistance in service provision, budget and reporting.
 - 2. Provide structured opportunities to NCPRD-MILWAUKIE staff to network with similar program providers.
 - 3. Provide training opportunities to NCPRD-MILWAUKIE staff.

III. COMPENSATION AND RECORDS

- A. Compensation. H3S-SSD shall compensate the NCPRD-MILWAUKIE for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis as described in Exhibit 5 - Budget and Units of Service - attached hereto. The maximum compensation allowed under this contract is **\$328,745**:

Funding Title	CFDA #	Funding Maximum
Older Americans Act III-B	93.044	\$53,377
Older Americans Act III-C1	93.045	\$36,967
Older Americans Act III-C1	93.045	\$110,311
Older Americans Act III-D	93.043	\$715
Older Americans Act III-E	93.052	\$9,228
NSIP Funds	93.053	\$34,493
Special Program Allocation (State Fund)	N/A	\$715
Low Income Energy Assistance (LIEAP)	N/A	\$3,750
Ride Connection – In District	N/A	\$34,200
STF/Ride Connection – Expanded Service	N/A	\$35,059
STF/Ride Connection: Vehicle Maintenance	20.513	\$8,250

STF/Tri-Met: Medicaid Waivered Non-Medical Transportation	N/A	\$538
Medicaid Funds: Waivered Non-Medical Transportation	N/A	\$1,142

B. Method of Payment. To receive payment the NCPRD-MILWAUKIE shall submit invoices and accompanying progress reports as follows:

1. As required in Exhibit 4.
2. Provider match required for OAA funds is 11.12% for Titles III-B and III-C and 34.34% for Title III-E. Provider match is provided as in-kind by providing services beyond the contracted units. Any in-kind services provided under one Title in excess of the required units needed as match may be used for match of other titles. Example: Excess Case Management hours may be used to match Title III-C
3. NCPRD-MILWAUKIE will invoice and receive reimbursement from the State of Oregon Adults and Persons with Disabilities office (APD) for eligible Medicaid Home Delivered Meals delivered to APD Clients as authorized by APD Case Managers.
4. All requests for payment are subject to the approval of H3S-SSD and will be submitted to H3S-SSD ADS Contract Specialist.
5. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes the H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the NCPRD-MILWAUKIE.

C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed...

D. Access to Records. H3S-SSD, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the NCPRD-MILWAUKIE which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the NCPRD-MILWAUKIE were in excess of the amount to which the NCPRD-MILWAUKIE was entitled, then the NCPRD-MILWAUKIE shall repay the amount of the excess to the H3S-SSD.

IV. LIAISON RESPONSIBILITIES

H3S-SSD ADS Contract Specialist will act as liaison from H3S-SSD for this service agreement. Milwaukie Center Supervisor will act as liaison from NCPRD-MILWAUKIE.

V. SPECIAL REQUIREMENTS

See Exhibit 1 - Purpose, Service Descriptions and Service Objectives

A. Compliance with Applicable Laws

1. Federal Terms. The NCPRD-MILWAUKIE shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
2. State Statutes. NCPRD-MILWAUKIE 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.
3. Conflict Resolution. If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, NCPRD-MILWAUKIE may in writing request H3S-SSD to resolve the conflict. NCPRD-MILWAUKIE shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The H3S-SSD shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The NCPRD-MILWAUKIE shall remain obligated to independently comply with all applicable laws and no action by the H3S-SSD shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
4. Criminal Records and Abuse Checks. NCPRD-MILWAUKIE agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of the NCPRD-MILWAUKIE; volunteers of the NCPRD-MILWAUKIE; employees and volunteers of NCPRD-MILWAUKIE's subcontractors and direct care providers of clients for which NCPRD-MILWAUKIE provides service authorization.

H3S-SSD will assist NCPRD-MILWAUKIE to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for NCPRD-MILWAUKIE's subject individuals as requested.
5. Mandatory Reporting of Elder Abuse. SUBREPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the NCPRD-MILWAUKIE's clients to whom the NCPRD-MILWAUKIE provides services.
6. Americans with Disabilities Act. NCPRD-MILWAUKIE will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

7. Confidentiality of Client Information.
 - i. All information as to personal facts and circumstances obtained by the NCPRD-MILWAUKIE on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, H3S-SSD and NCPRD-MILWAUKIE will share information as necessary to effectively serve DHS Clients.
- B. AGENCY Standard Terms and Conditions. The NCPRD-MILWAUKIE shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – AGENCY Standards Terms and Conditions.
- C. Indemnity.
 1. Non-Medical rides for Medicaid clients funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of NCPRD-MILWAUKIE or its officers, employees, Subcontractors, or agents.
 2. Ride Connection/Tri-Met funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE shall indemnify, hold harmless, and defend Ride Connection, TriMet, its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits, resulting directly from NCPRD-MILWAUKIE’s performance or nonperformance of this contract, where the loss or claim is attributable to the negligence or other fault of NCPRD-MILWAUKIE, its employees, representatives, or subcontractors.
 3. Special Transportation Funds – Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE agrees to fully indemnify, hold harmless and defend Ride Connection, Tri-Met, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney’s fees, resulting from or arising out of the activities of NCPRD-MILWAUKIE, its subcontractors, employees or agents under this Agreement.
- D. Insurance. During the term of this contract NCPRD-MILWAUKIE shall maintain in force at its own expense, each insurance noted below:
 1. Commercial General Liability

- i. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each occurrence/\$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

2. Commercial Automobile Liability

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be not less than \$1,066,700 each accident for Bodily injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- ii. Required for Ride Connection/Tri-Met Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.
- iii. Required for Special Transportation Funding – NCPRD-MILWAUKIE certifies that is has established a special district insurance policy against tort liability for the public body, its officers, employees and agents pursuant to ORS 30.282. The limits of liability shall be \$1,066,700 per occurrence pursuant to the terms of ORS 30.270. NCPRD-MILWAUKIE shall maintain this insurance for the term of this contract.

3. Additional Insurance Provisions

- i. Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but

only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- ii. Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - a) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - b) give Ride Connection and Tri-Met not less than thirty (30) days' notice prior to termination or cancellation of coverage; and
 - c) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iii. Required for Special Transportation Funding – the insurance shall:
 - a) include Ride Connection, Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation, and
 - b) give Tri-Met not less than thirty (30) days' notice prior to termination or cancellation of coverage.

E. Workers' Compensation

- 1. NCPRD-MILWAUKIE and all employees working under this contract are subject employees under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 2. NCPRD-MILWAUKIE warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 10 of the Oregon Constitution, NCPRD-MILWAUKIE must indemnify Ride Connection for any liability incurred by Ride Connection as a result of NCPRD-MILWAUKIE's breach of the warranty under this Paragraph.

F. Accessibility to Programs, Services and Activities. NCPRD-MILWAUKIE will meet the requirements of Title II of the ADA, Section 504 of the Rehabilitation Act and DHS Policy 010-005.

- 1. NCPRD-MILWAUKIE will ensure the following for all programs, services and activities provided through this contract:
 - i. Public meetings, hearings and public events are held in locations that meet ADA accessibility requirements;
 - ii. Services, programs and activities provided are readily accessible to and usable by individuals with disabilities;
 - iii. When communicating with individuals make available:
 - a) Written materials in alternate format,
 - b) Qualified interpreters or auxiliary aids and services to refer individuals,
 - c) And access via text telephone (TTY);

- iv. When a location for a service, program or activity is not physically accessible NCPRD-MILWAUKIE will have a plan for making that service, program or activity available at an alternate location, either with NCPRD-MILWAUKIE or with a sub-contractor;
- v. Display notices in NCPRD-MILWAUKIE's public areas and provide information to individuals about the availability of auxiliary aids and services and the legal rights of individuals with disabilities;
- vi. Cooperate with periodic H3S-SSD reviews for compliance with the ADA and Section 504 and follow NCPRD-MILWAUKIE policy to address complaints and noncompliance.

VI. AMENDMENTS.

This agreement may be amended at any time with the concurrence of both parties.

Amendments become a part of this agreement only after the written amendment has been signed by both parties and the County Administrator.

VII. TERM OF AGREEMENT

This agreement becomes effective **July 1, 2019** and is scheduled to terminate **June 30, 2020**.

Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

The H3S-SSD may terminate this contract effective upon delivery of written notice to the NCPRD-MILWAUKIE, or at such later date as may be established by the H3S-SSD, under any of the following conditions:

- A. If H3S-SSD funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
- B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
- C. If any license or certificate required by law or regulation to be held by the NCPRD-MILWAUKIE to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- D. If NCPRD-MILWAUKIE fails to provide services or reports as specified by the H3S-SSD in this contract.
- E. If NCPRD-MILWAUKIE fails to comply with any requirements in this contract.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Future Support. The H3S-SSD makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

Integration. This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

VIII. SIGNATURE PAGE TO AGREEMENT

This agreement consists of eight (8) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 AGENCY Information

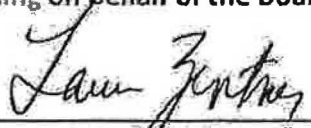
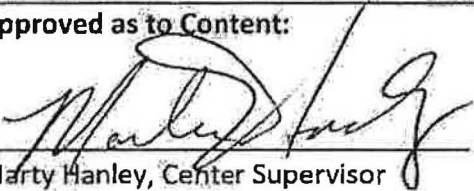
<p>GOVERNMENTAL UNIT <u>North Clackamas Parks and Recreation District</u> Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board  _____ Laura Zentner, Director Business & Community Services 7/11/19 _____ Date</p>	<p>CLACKAMAS COUNTY Commissioner Jim Bernard, Chair Commissioner Sonya Fischer Commissioner Ken Humberston Commissioner Paul Savas Commissioner Martha Schrader</p> <p>Signing on Behalf of the Board _____ Richard Swift, Director Health, Housing, & Human Services Dept. _____ Date</p>
<p>Approved as to Content:  _____ Marty Hanley, Center Supervisor 7/15/19 _____ Date</p>	<p>Approved as to Content: _____ Brenda Durbin, Social Services Div. Director _____ Date</p>

Exhibit 1

PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

B. DESCRIPTION OF SERVICES

1. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - a) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - b) Utilize an approved County-wide standardized assessment/intake form.
 - c) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - d) May be billed upon submission of assessment/intake form.
 - i. Service Implementation & Monitoring:
 - a) Provide early identification of current or potential problem areas.
 - b) Assess the need for changes/improvements in service.
 - c) Identify any gaps/unmet needs.
 - d) Review intervention results to determine if what was done achieved the desired result.
 - e) Determine if services should be discontinued.
 - f) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
2. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact
3. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.

- iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
- v. Follow up with the client or agency to see if the needs were met.
- vi. Tallying the category of need for each inquiry.
- vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.

4. PUBLIC OUTREACH/EDUCATION: Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.

5. TRANSPORTATION: Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.

i. Milwaukie Center Transportation Consortium Goals:

- a) Continue coordination with H3S-SSD's Transportation Reaching People program.
- b) Increase replacement reserve fund with separate accounting
- c) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
- d) Continue regular publicity/marketing efforts regarding transportation program
- e) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
- f) Attend all scheduled Transportation Consortium meetings.

ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients

- a) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. NCPRD-MILWAUKIE must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. H3S-SSD will coordinate completion and distribution of forms for NCPRD-MILWAUKIE and case managers through the Transportation Reaching People (TRP) program.
- b) Services shall be billed by NCPRD-MILWAUKIE according to the following rate scale:
One person, one-way ride: \$14.00 per ride
- c) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

- d) Trips will be tracked daily by client and type of ride. This information will be sent monthly to H3S-SSD, and be available for State and Federal representatives for audit purposes.
- iii. NCPRD-MILWAUKIE will be responsible for:
- a) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - b) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - c) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - d) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- 6. FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Milwaukie Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- 7. MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the North Clackamas Park & Recreation District service area to enhance visibility and encourage participation. One unit is one meal served.
- 8. EVIDENCE-BASED HEALTH & WELLNESS PROGRAMS** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.
- 9. CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

10. LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) Intakes – A service provided by NCPRD-MILWAUKIE staff to assist vulnerable, homebound, low income County residents in completing applications for LIHEAP funds. A unit of service is one correctly completed, accepted application submitted to H3S-SSD prior to the November 30, 2015 deadline.

C. SERVICE OBJECTIVES

1. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. NCPRD-MILWAUKIE CSC completes assessment on a H3S-SSD approved assessment/intake form.
- iii. NCPRD-MILWAUKIE CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. NCPRD-MILWAUKIE CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. NCPRD-MILWAUKIE CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. NCPRD-MILWAUKIE CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. NCPRD-MILWAUKIE CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

2. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. NCPRD-MILWAUKIE CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.

- iii. NCPRD-MILWAUKIE CSC keeps all client information in a secured area, accessible to only authorized personnel.

3. Information and Assistance - H3S-SSD Responsibilities

Objective: To provide NCPRD-MILWAUKIE with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. H3S-SSD will provide orientation on H3S-SSD's I&R program to NCPRD-MILWAUKIE I&A staff.
- ii. H3S-SSD will notify NCPRD-MILWAUKIE's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by NCPRD-MILWAUKIE.

4. Information and Assistance - NCPRD-MILWAUKIE Responsibilities

Objective 1: Have a system in place which enables NCPRD-MILWAUKIE to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. NCPRD-MILWAUKIE will designate a single individual (paid or volunteer) who is at least 0.5 FTE with the NCPRD-MILWAUKIE as an I & A Specialist.
- ii. NCPRD-MILWAUKIE will notify H3S-SSD I & A Coordinator and Contract Specialist within 30 days of any change in NCPRD-MILWAUKIE's designated I & A Specialist, and will schedule an on-site training with the H3S-SSD I & A Coordinator for the new designee within 60 days of appointment.
- iii. NCPRD-MILWAUKIE's I & A Specialist will attend a minimum of 6 monthly H3S-SSD "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. NCPRD-MILWAUKIE's I & A Specialist will update center information for the H3S-SSD 's Community Resources Guide, initiate notification to H3S-SSD 's I&R program regarding any changes to NCPRD-MILWAUKIE programs, and notify H3S-SSD 's I&R program of any significant changes in local community resources.
- v. NCPRD-MILWAUKIE I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the H3S-SSD I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. NCPRD-MILWAUKIE Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. NCPRD-MILWAUKIE makes referral and follows up with client within a 2 day work period.
- iii. NCPRD-MILWAUKIE annotates follow up taken and number of referrals needed on Referral Log.
- iv. NCPRD-MILWAUKIE Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

5. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for North Clackamas Park & Recreation District service area residents age 60 and older.

Elements:

- i. NCPRD-MILWAUKIE schedules and makes presentations to local groups throughout the contract year.
- ii. NCPRD-MILWAUKIE keeps a record of information given to groups such as:
 - a) outline of presentation
 - b) copies of flyers, brochures, etc. distributed
 - c) names and number of people in group presented to

6. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. NCPRD-MILWAUKIE designates one person to be coordinator for the transportation program. This person will be responsible for:
 - a) Recruiting drivers.
 - b) Submitting criminal checks
 - c) Ensuring all drivers meet Ride Connection training requirements
 - d) Scheduling road tests for all drivers.
 - e) Conducting periodic/seasonal driver safety training.
 - f) Providing a copy of written procedures for transportation services to each driver.
 - g) Scheduling vehicle maintenance.
 - h) Maintain daily Pre- and Post- trip Reports
- ii. NCPRD-MILWAUKIE provides transportation as scheduled each day.
- iii. NCPRD-MILWAUKIE maintains system to document each trip of each day.

7. Food Service

Objective 1: To produce and deliver contracted number of meals throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE submits each month's menu to H3S-SSD's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - a) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use

computerized nutrient analysis to assure meals are in compliance with nutritional requirements.

- b) The cycle for the cycle menu system must be at least nine weeks long.
- c) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
- d) Menus should reflect the tastes and appetites of the current elderly population.
- e) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
- f) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- g) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
- h) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by NCPRD-MILWAUKIE should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.

- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to H3S-SSD within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6 To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. NCPRD-MILWAUKIE must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. NCPRD-MILWAUKIE must have a new employee orientation.
- iii. NCPRD-MILWAUKIE must have a training plan that includes training for employees and supervisory staff.

8. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - a) be 75 years or older
 - b) live alone
 - c) have a physical or mental impairment which prevents proper functioning within society
 - d) be of a minority group
 - e) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. NCPRD-MILWAUKIE plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. NCPRD-MILWAUKIE provides opportunities to promote personal growth and self-image.
- iii. NCPRD-MILWAUKIE provides opportunities for a variety of types and levels of involvement.
 - a) Small and large group activities
 - b) Active and spectator participation
 - c) Participation with the general community and other generations.
- iv. NCPRD-MILWAUKIE plans activities which are flexible and responsive to change in:
 - a) Individual participant needs and interests.
 - b) Characteristics of the service area's older population.
 - c) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. NCPRD-MILWAUKIE publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. NCPRD-MILWAUKIE ensures Center is identified by an easily visible sign at its entrance.
- iii. NCPRD-MILWAUKIE posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. NCPRD-MILWAUKIE mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. NCPRD-MILWAUKIE identifies needs and concerns specific to the Center and service area participants.
- ii. NCPRD-MILWAUKIE incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. NCPRD-MILWAUKIE conducts program participant satisfaction survey at least once per year.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. NCPRD-MILWAUKIE provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. NCPRD-MILWAUKIE sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. NCPRD-MILWAUKIE has system set up at site to collect full meal price from persons not eligible for services.
- iv. NCPRD-MILWAUKIE posts:
 - a) full cost of the meal, and
 - b) a notice describing the donation and payment policies.
- v. NCPRD-MILWAUKIE may post suggested donation information if it is clear that:
 - a) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - b) no means test is used in the collection of contributions or provision of the meal.

9. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. NCPRD-MILWAUKIE registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. NCPRD-MILWAUKIE has physical condition of clients assessed before setting up plan for workouts with equipment.

10. Caregiver Respite –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. NCPRD-MILWAUKIE respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. NCPRD-MILWAUKIE RPC registers clients in program.
- iii. NCPRD-MILWAUKIE staff, led by an RN, provide weekly activity program for respite clients.

12. Low Income Home Energy Assistance Program (LIHEAP) Intakes

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. NCPRD-MILWAUKIE Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIHEAP annual application.
- ii. NCPRD-MILWAUKIE CSC ensures that the application form is completed per program requirements.

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Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. NCPRD-MILWAUKIE shall maintain its vehicles to provide comfortable and safe Rides to Clients. NCPRD-MILWAUKIE's vehicles shall meet the following requirements:
 - i. The interior of the vehicle shall be clean;
 - ii. NCPRD-MILWAUKIE shall not smoke or permit smoking in the vehicle;
 - iii. NCPRD-MILWAUKIE shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - a) First Aid Kit;
 - b) Fire Extinguisher;
 - c) Roadside reflective or warning devices;
 - d) Flashlight;
 - e) Chains or other traction devices (when appropriate); and,
 - f) Disposable gloves.
 - iv. NCPRD-MILWAUKIE shall maintain the vehicle in good operating condition, by providing the following:
 - a) Seatbelts;
 - b) Side and rear view mirrors;
 - c) Horn; and,
 - d) Working turn signals, headlights, taillights, and windshield wipers.
2. NCPRD-MILWAUKIE shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. NCPRD-MILWAUKIE shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. NCPRD-MILWAUKIE shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. NCPRD-MILWAUKIE shall inform drivers of their job duties and responsibilities and provide training related to their job duties. NCPRD-MILWAUKIE shall also:
 - i. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - ii. Ensure that drivers are capable of safely operating vehicles;
 - iii. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - iv. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire;
 - v. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - vi. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. NCPRD-MILWAUKIE's selection of its drivers shall include:
 - i. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and
 - ii. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of NCPRD-MILWAUKIE and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed at risk of harm from the driver.

C. Vehicles

1. NCPRD-MILWAUKIE shall operate the vehicles listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - i. 2010 Ford Startrans Senator; VIN: 1FDFE45SX9DA92863
 - ii. 2015 Ford Areotech; VIN: 1FDFE4FS0EDA04525
 - iii. 2015 Ford Elkhart, VIN: 1FDFE4FS0FDA15851
 - iv. 2017 MB Starcraft Allstar, VIN: 1FDFE4FS0HDC07466
2. NCPRD-MILWAUKIE shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by NCPRD-MILWAUKIE into the Ride Connection vehicle maintenance database at the time service is completed. If NCPRD-MILWAUKIE is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. County will distribute these fund to NCPRD-MILWAUKIE within 21 days of receipt of payment from Ride Connection.

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EXHIBIT 3
Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, NCPRD-MILWAUKIE shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to NCPRD-MILWAUKIE, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, NCPRD-MILWAUKIE expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (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, and (j) 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 Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, Environmental Protection Agency ("EPA") Regulations.** If this Agreement, including amendments, exceeds \$150,000 then NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the EPA. NCPRD-MILWAUKIE shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, NCPRD-MILWAUKIE certifies, to the best of NCPRD-MILWAUKIE's knowledge and belief that:
 - i. No federal appropriated funds have been paid or will be paid, by or on behalf of NCPRD-MILWAUKIE, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, NCPRD-MILWAUKIE shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - iii. NCPRD-MILWAUKIE shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all NCPRD-MILWAUKIEs and subcontractors shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - v. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - vi. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and

recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

vii. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

viii. No part of any federal funds paid to NCPRD-MILWAUKIE under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of NCPRD-MILWAUKIE related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as "HIPAA"), NCPRD-MILWAUKIE must comply. NCPRD-MILWAUKIE shall determine if NCPRD-MILWAUKIE will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that NCPRD-MILWAUKIE will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, NCPRD-MILWAUKIE shall comply and cause all subcontractors to comply with the following:

i. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between NCPRD-MILWAUKIE and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that NCPRD-MILWAUKIE is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, NCPRD-MILWAUKIE shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.

ii. Data Transactions Systems. If NCPRD-MILWAUKIE intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, NCPRD-MILWAUKIE shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

iii. Consultation and Testing. If NCPRD-MILWAUKIE reasonably believes that NCPRD-MILWAUKIE's or COUNTY's data transactions system or other application of HIPAA

privacy or security compliance policy may result in a violation of HIPAA requirements, NCPRD-MILWAUKIE shall promptly consult COUNTY Program Manager. NCPRD-MILWAUKIE or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.

- iv. Business Associate Requirements. NCPRD-MILWAUKIE and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

7. **Resource Conservation and Recovery.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. **Drug-Free Workplace.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) NCPRD-MILWAUKIE certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in NCPRD-MILWAUKIE's workplace or while providing services to DHS clients. NCPRD-MILWAUKIE's notice shall specify the actions that will be taken by NCPRD-MILWAUKIE against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, NCPRD-MILWAUKIE's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither NCPRD-MILWAUKIE, or any of NCPRD-MILWAUKIE's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe NCPRD-MILWAUKIE or NCPRD-MILWAUKIE's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs NCPRD-MILWAUKIE or

NCPRD-MILWAUKIE's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** NCPRD-MILWAUKIE shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

10. **Medicaid Services.** NCPRD-MILWAUKIE shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. NCPRD-MILWAUKIE shall acknowledge NCPRD-MILWAUKIE's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

11. **Agency-based Voter Registration.** NCPRD-MILWAUKIE shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. **Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any

person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. NCPRD-MILWAUKIE shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. NCPRD-MILWAUKIE agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a NCPRD-MILWAUKIE purchases ownership with grant support.

- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 4
Standard Terms and Conditions

- 1. 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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including NCPRD-MILWAUKIE and COUNTY, 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.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that NCPRD-MILWAUKIE is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a. NCPRD-MILWAUKIE represents and warrants as follows:

 - i. Organization and Authority. NCPRD-MILWAUKIE is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. NCPRD-MILWAUKIE has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by NCPRD-MILWAUKIE of this Agreement (a) have been duly authorized by all necessary action by NCPRD-MILWAUKIE and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or

- other administrative agency or any provision of NCPRD-MILWAUKIE's charter or other organizational document and (c) 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 NCPRD-MILWAUKIE is a party or by which NCPRD-MILWAUKIE 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 NCPRD-MILWAUKIE of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by NCPRD-MILWAUKIE and constitutes a legal, valid and binding obligation of NCPRD-MILWAUKIE, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. NCPRD-MILWAUKIE has the skill and knowledge possessed by well-informed members of its industry, trade or profession and NCPRD-MILWAUKIE will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in NCPRD-MILWAUKIE's industry, trade or profession;
 - v. NCPRD-MILWAUKIE shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. NCPRD-MILWAUKIE prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) 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 and (c) 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 COUNTY is a party or by which COUNTY 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 COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, 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. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "NCPRD-MILWAUKIE Intellectual Property" means any intellectual property owned by NCPRD-MILWAUKIE and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or NCPRD-MILWAUKIE.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by NCPRD-MILWAUKIE or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the NCPRD-MILWAUKIE owns, NCPRD-MILWAUKIE grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or NCPRD-MILWAUKIE grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then NCPRD-MILWAUKIE shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by NCPRD-MILWAUKIE in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to NCPRD-MILWAUKIE to use, copy, distribute, display, build upon and improve the intellectual property.
- d. NCPRD-MILWAUKIE shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** NCPRD-MILWAUKIE shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, NCPRD-MILWAUKIE shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document NCPRD-MILWAUKIE's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of NCPRD-MILWAUKIE whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." NCPRD-MILWAUKIE acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized

representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** NCPRD-MILWAUKIE shall retain and keep accessible all Records for a minimum of six 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. NCPRD-MILWAUKIE shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires NCPRD-MILWAUKIE or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants NCPRD-MILWAUKIE or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, NCPRD-MILWAUKIE shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. NCPRD-MILWAUKIE shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and NCPRD-MILWAUKIE are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that NCPRD-MILWAUKIE's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties 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 provision held to be invalid.

Exhibit 5
Reporting Requirements

A. INVOICES

NCPRD-MILWAUKIE shall submit invoices in a format designated or approved by H3S-SSD. Invoices are due by the 10th of the subsequent month. H3S-SSD shall make payment to NCPRD-MILWAUKIE within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the NCPRD-MILWAUKIE's name and address and be signed by an authorized representative of NCPRD-MILWAUKIE. The authorized signator of the invoice shall verify that the services purchased have been performed.

NCPRD-MILWAUKIE shall submit the following invoices and reports:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the County.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the NCPRD-MILWAUKIE fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, H3S-SSD shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the NCPRD-MILWAUKIE submits required reports, performs required services, or establishes to H3S-SSD's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the NCPRD-MILWAUKIE.

NCPRD-MILWAUKIE shall return to H3S-SSD all funds which were expended in violation of this contract.

B. PROGRAM ACTIVITY REPORTS

1. The NCPRD-MILWAUKIE shall submit nutrition reports monthly. These reports shall have:
 - a. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - b. the amount of participant donations by Congregate and HDM .
2. NCPRD-MILWAUKIE may bill for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. NCPRD-MILWAUKIE may not bill for meal site management for these meals.
3. NCPRD-MILWAUKIE shall submit copies of the APD Medicaid Home Delivered Meals vouchers on current State approved form.
4. NCPRD-MILWAUKIE shall submit monthly Transportation Report Forms A, B, and C

5. NCPRD-MILWAUKIE shall submit monthly a list of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client.
6. NCPRD-MILWAUKIE will submit monthly unduplicated client figures for current reporting period, and year to date.
7. NCPRD-MILWAUKIE will submit monthly service/unit summary with current reporting period figures.
8. NCPRD-MILWAUKIE shall input NAPIS client registration and service/program data into Oregon Department of Human Services OR ACCESS database within 6 weeks of the end of the month service was provided in. Programs service data must be equal to or greater than units of service billed for.

C. AUDIT/MONITORING

NCPRD-MILWAUKIE shall permit authorized representatives of H3S-SSD and other applicable audit agencies of the state or federal government, to review the records of the NCPRD-MILWAUKIE in order to satisfy program audit and evaluation purposes deemed necessary by County and permitted under law.

NCPRD-MILWAUKIE agrees to participate with H3S-SSD in any evaluation project or performance report, as designated by H3S-SSD or applicable state or federal agency, and to make available all information required by any such evaluation process.

D. ADMINISTRATION

The H3S-SSD Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be the County representative in matters related to this contract. The NCPRD-MILWAUKIE shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

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Exhibit 6
Budget and Units of Service

A. BUDGET

H3S-SSD 's payment to the NCPRD-MILWAUKIE will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: NCPRD-MILWAUKIE acknowledges that all contributions received from participants or other persons for receipt of services from the Title III-B, III-C, III-D, and III-E funded Programs are program income. If the program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B, III-C, III-D, or III-E funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B, III-C, III-D, or III-E contribution.

NCPRD-MILWAUKIE may not transfer funds from one service category to another without written approval from H3S-SSD.

\$.96 of program income collected per meal will contribute to reimbursement rate for each meal provided by the Milwaukie Center. The total of the number of meals provided times \$.85 will be deducted from the amount requested from the County on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Milwaukie Center and be used for meal site management activities

NCPRD-MILWAUKIE agrees to provide matching funds for the service provision specified in this Exhibit as follows:

Match shall be figured at 11.12% of the OAA Title III-B and III-C funds contracted per service provision, and at 33.34% for OAA Title III-E funds.

NCPRD-MILWAUKIE match funds must be from sources other than Federal funds, and a statement of assurance provided to County stating this.

Match funds for Ride Connection vehicle maintenance program will be figured at 10.27%. Ride Connection will withhold match from vehicle maintenance reimbursements.

NCPRD-MILWAUKIE will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

Milwaukee Center
Fiscal Year 2019-20

	OAA IIIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIID Funds	OAA IIIE Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection			TriMet STF Funds	MEDICAID Funds	LIHEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									In Dist	STF	310 Funds							
									TriMet Funds	Funds	OR-65-012							
Federal Award Number	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORT3FC	N/A	16AAORNSIP											
CFDA Number	93.044	93.045	93.045	93.043	93.052		93.053											
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
Case Management (Hrs)	27,098					3,013										761.7 hrs	30,111	\$37.24
Reassurance (Contacts)	5,651					628										185	6,279	\$30.56
Information & Assist.	11,829					1,315										648	13,144	\$18.25
Public Outreach	1,000					111										20	1,111	\$50.00
Transportation - OAA	7,799					867								1,500	1,560	10,166	\$5.00	
OAA/NSIP Food Service		18,415	54,950			2,048	34,493								52,560	54,750	162,465	\$2.93
OAA Meal Site Mngt.		18,553	55,360			2,063										54,750	75,976	\$1.35
OPI HDM Service								-								0	0	\$0.00
Evidence Based Health & Wellness Programs				715		0		715								19 classes	1,430	\$75.00
Caregiver Respite Program						9,228	2,307									160	11,535	\$57.50
Transportation - T19						0					538	1,142				120	1,680	\$14.00
Transportation Ride Con						0			34,200						3,986	4,560	38,186	\$7.50
STF Transport. Van/bus						0				35,059						1,943	35,059	\$18.04
Ride Con - Vehicle Maint						944					8,250					N/A	9,194	N/A
LIHEAP Intakes													3,750			150	3,750	\$25.00
TOTALS	\$53,377	\$36,967	\$110,311	\$715	\$9,228	\$13,297	\$34,493	\$715	\$34,200	\$35,059	\$8,250	\$538	\$1,142	\$3,750	\$58,046		\$400,088	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$328,745

Federal Award Total: \$253,341

C. UNITS OF SERVICE

NCPRD-MILWAUKIE or H3S-SSD may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between NCPRD-MILWAUKIE and H3S-SSD and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the NCPRD-MILWAUKIE and H3S-SSD.

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	761.7 hrs.	1 hour of service	225
Reassurance (OAA)	185	1 Client Contact	45
Information and Assistance (OAA)	649	1 response to inquiry and follow up	475
Public Outreach/Education	20	1 presentation	NA
Transportation (OAA)	1,560	1 one-way ride	200
Food Service (OAA)	54,750	1 meal delivered/served	150
Meal Site Management (OAA)	54,750	1 meal delivered/served	150
Evidence-based Health & Wellness	19	1 class session	10
Respite Program	160 hrs.	1 hour of services	20
Transportation (Medicaid non-medical)	120	1 one-way ride	10
Transportation (Ride Connection)	4,560	1 one-way ride	200
Transportation (STF)	1,943	1 one-way ride	100
LIEAP Applications	150	1 Completed Application	150

**Exhibit 6
AGENCY PROFILE**

1. IDENTIFICATION: _____

North Clackamas Parks and Recreation Dist.
Milwaukie Center
Legal Name

2. IRS/STATE NONPROFIT NUMBER: _____

N/A

5440 SE Kellogg Creek Dr

Same
Mailing Address

Milwaukie, OR 97222
City Zip

653-8100 794-8016
Phone Number Fax #

3. CHIEF ADMINISTRATIVE OFFICIAL:

Name: Laura Zentner
Title: Director, Business & Comm. Services Dept.

Address: 150 Beaver Creek Road
Oregon City, OR 97045
Phone: 503-742-4351

4. TYPE OF PROGRAM: Services for older adults and people with disabilities, with recreation/social/educational opportunities

5. ADVISORY BOARD (LIST MEMBERS):

Milwaukie Center / Community Advisory Board:

Siri Bernard , Ben Horner-Johnson, John Smolinsky, Kim Buckholz, Louise Fisher, Larry Millington, Marilyn Shrum, Joel Bergman, Julie Donohue, Virginia Seitz, Paul Ellison

Frequency of Meetings: Monthly

North Clackamas Parks & Recreation District Advisory Board:

No Board Currently (May 2019)

Frequency of Meetings: Monthly

7. AGENCY INFORMATION:

The following have been approved and adopted by the Agency's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				

Last Total Agency Audit:

Date: Completed Annually as part of the County A-133

Types and Amounts of Insurance Held: Self-insured as part of County Insurance policies

8. AGENCY CERTIFICATION STATEMENT: I certify that to the best of my knowledge, the information contained in the Agency Profile is accurate and complete and that I have the legal authority to commit this Agency to a contractual agreement.

Signature – Laura Zentner

Business & Community Services Director
Title

Date

I. Response Section

A. Describe your grievance procedure for clients and how County will fit into the process:

These procedures would be applicable to County clients, and County is included as Contracting Agency.

MILWAUKIE CENTER PROCEDURES FOR HANDLING COMPLAINTS

WHO CAN USE THIS PROCEDURE

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/ appeal procedure. The complaint must be made by a complainant who has firsthand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the County's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center/Community Advisory Board make a recommendation on the matter. Any decisions must be in accordance with Center policies and procedures, North Clackamas Parks and Recreation District policies and, in the case of contracted services, in accordance with established policies and procedures of the contracting agency. You may go ahead with the procedure described below if the problem isn't solved informally.

WHERE TO TAKE YOUR COMPLAINT

If the problem is not resolved after speaking to the Center Director, you may take your complaint to the District Director. Your complaint can be in writing or in person (see address and phone below).

North Clackamas Parks and Recreation District Director
150 Beaver Creek Rd.
Oregon City, OR 97045

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the District Director, a file with your name on it will be started. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The District Director will discuss the complaint with you to try to solve the problem. Within 30 working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the District Director. Within thirty (30) days of receipt of your letter the District Director will meet with you and the Milwaukie Center Director to discuss the problem. The District Director will send you a written decision within ten (10) working days. The decision is final as to whether actions taken were justified and whether circumstances warrant policy review by the Center/ Community Advisory Board and/or the North Clackamas Parks and Recreation District Advisory Board.

- B. Describe your organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Prioritization of services is based on need. The first priority for services are those that "help enable older people to remain as independent and self-sufficient as possible for as long as possible" -- services for the "at-risk" population - those that are minority, socially isolated and low income.

The staff periodically reviews existing services to evaluate, determine changes in emphasis, staffing needs, opportunities for assistance from other agencies, etc.

If other than minor changes are seen to be needed, the Center Community Advisory Board is consulted.

- C. Describe your Agency's operating procedures (use space provided only):

1. Hours of Operation: From 8:30 a.m. To 5:00 p.m. (for social services)
Total hours per day: 8.5 hrs.
Total hours per week: 42.5 hrs.

2. Official Closures:

New Year's Day, January 1st
Martin Luther King Day, third Monday in January
President's Day, third Monday in February
Memorial Day, last Monday in May
Independence Day, Fourth of July
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving, fourth Thursday in November
Christmas, December 25

D. Describe the boundaries of the area for which you propose to provide services.

North Clackamas Parks and Recreation District Boundaries:

- West to the Willamette River
- East to Urban Growth Boundary, including Happy Valley
- North to Multnomah County Line
- South to Clackamas River, excluding Johnson City and Gladstone

E. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.

<u>Center Operations</u>		<u>Nutrition Program</u>		<u>Transportation Program</u>	
Center Supervisor	1 FTE	Program Coord.	1.00 FTE	Program Coord.	.15 FTE
Human Svc Coord.	1 FTE	Cooks	1.25 FTE	Bus Drivers	1.50 FTE
Client Svc Coord.	.45 FTE	CI Svc Coord.	.40 FTE		
Facility Use Coord.	1 FTE	MOW Prog. Aide	.48 FTE		
Receptionist	1 FTE				
Building Coord.	.40 FTE				
Facility Mainten.	1 FTE				
Client Svcs Asst.	1 FTE				

SEE NEXT PAGE – No. Clackamas Parks & Rec. Organizational Chart

F. Describe your methods for providing information about services.

Information about services is provided in several ways. A monthly newsletter is mailed to 5,500 homes (95% of which are in our service area or an adjoining zip code area). Another 600 plus are distributed in and through the Center. A brochure about ongoing services is distributed by staff in the Center and in public places. In the daily paper we publicize special services of interest to seniors. The Center has a Facebook page and a web site for people to access information about programs and services. North Clackamas Parks and Recreation District distributes 35,000 Program Guides three times a year which publicizes Milwaukie Center programs and services.

G. Briefly, describe your methods for providing legal services.

We have a working arrangement with several local attorneys who volunteer three (3) hours a month on a rotating basis. Seniors needing an attorney contact the Center. The Human Services Coordinator talks with each client to assess their needs. If appropriate, their name is put on a list. When there are enough (8-9), a lawyer is scheduled. Appointments are made. Some clients cannot wait until the next scheduled clinic. They are referred to other appropriate resources or given the names of several of our volunteer attorneys to contact on a private basis.

II. Guidelines for Inclusion in Clackamas County Senior Center Activities

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Legal Aid Services of Oregon to
Provide Housing Rights and Referral and Legal Assistance for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Legal Aid Services of Oregon to provide Community Development Block Grant (CDBG) and Older American Act (OAA) funded services for residents of Clackamas County.
Dollar Amount and Fiscal Impact	The maximum value is \$85,222. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, Community Services and Supports and the County's agreement with HUD.
Funding Source	Community Development Block Grant (CDBG) & Older American Act (OAA) - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of low income and older adults in the community.
Counsel Review	This Subrecipient Agreement was approved by County Counsel on 6/3/19.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #93945; Subrecipient #18-006

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Subrecipient Agreement #18-006 with Legal Aid Services of Oregon (LASO) to provide Housing Rights and Resources services funded by Community Development Block Grant (CDBG) funds and Legal Assistance Services for older adults and family caregivers funded by Older Americans Act (OAA) funded services for residents of the County. These services link residents with resources to meet their individual needs.

In the December 2015, Social Services issued a Notice of Funding Opportunity (NOFO) for a contractor to provide OAA funded legal services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for an additional four years. No agency other than LASO showed an interest in providing legal services for the County, so a Subrecipient Agreement with LASO was negotiated. This is the fourth agreement under this NOFO.

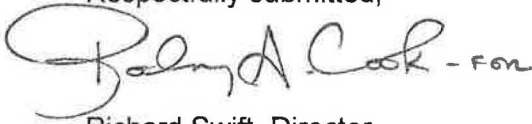
Page 2 – Staff Report: H3S#9394
July 25, 2019

This agreement was approved via email by County Council on June 3, 2019; and, is effective on July 1, 2019 and terminates on June 30, 2020.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "Richard A. Swift - For". The signature is written in a cursive style with a large initial "R".

Richard Swift, Director
Health Housing and Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-006**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **Legal Aid Services of Oregon** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data	
Grant Accountant: Sue Aronson	Program Manager: Erika Silver (CDBG Program Funds)/ Stefanie Danielson (OAA Program Funds)
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County Social Services 2051 Kaen Road Oregon City, OR 97045 503-650-5725 ESilver@clackamas.us stefanierei@clackamas.us
Subrecipient Data	
Finance/Fiscal Representative: Phil Martin	Program Representatives:
Phil Martin 520 SW Sixth Ave., Ste. 1130 Portland, OR 97204 503-224-4086 phil.martin@lasoregon.org	CDBG Program Funds -Julia Olsen; OAA Program Funds – Jill Mallery 520 SW Sixth Ave., Ste. 700 Portland, OR 97204 503-224-1086 julia.olsen@SUBRECIPIENTregon.org
DUNS: 802745208	jill.mallery@lasoregon.org

RECITALS

1. Legal Aid Services of Oregon (SUBRECIPIENT), an Oregon Nonprofit Organization, enters into this grant agreement with the Social Services Division ("SSD") of the Health, Housing & Human Services Department of Clackamas County (COUNTY) to provide fair housing services and training for low-income residents and legal services to older adults in Clackamas County. SSD is the designated Area Agency on Aging ("AAA") and Community Action Agency ("CAA") for Clackamas County.
2. Project description: This project is a cooperative effort by COUNTY and SUBRECIPIENT in providing the AAA Older Americans Act ("OAA") funded services of legal consultation for Clackamas County residents age 60 and older and the CAA Community Development Block

Grant ("CDBG") funded services of fair housing services for low-income Clackamas County residents.

3. This Grant Agreement sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit 1 - CDBG Scope of Work & Performance Standards for the fair housing services and Exhibit 3 - OAA Scope of Work & Performance Standards for the legal consultation. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Community Development Block Grant for Entitlement Communities 425 U.S.C.-530.1 et. Seq., ("CDBG") and the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$85,222**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements. Failure to comply with the

terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in below.)

- a. **Grant Funds.** The COUNTY's funding for this Agreement is the **Community Development Block Grant for Entitlement Communities (\$62,316; CFDA#14.218)** issued to the COUNTY by the U.S. Department of Housing and Urban Development (HUD); and The COUNTY's funding for grant funds in this Agreement is the **Older Americans Act (\$19,906, CFDA 93.044; \$3,000, CFDA 93.052)** issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
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 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 upon thirty (30) business days' notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole 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 Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award 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. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or

governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost 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 SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in paragraph 4.a. above. The SUBRECIPIENT may not transfer grant funds between services. At no time may budget modifications change the scope of the original grant application or agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements.
- j. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **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 Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements.

- i. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 2 – CDBG Reporting Requirements and Exhibit 4 – OAA Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** 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, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 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 <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501.

SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. 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 COUNTY'S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** 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 six (6) years, or such longer period as may be required by the Federal agency or applicable state 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, in accordance with 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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 Clackamas County, as grantee, under those grant documents.
- t. **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 this agreement. Such material breach shall give rise to 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. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 5 - Required Federal Terms and Conditions, and incorporated herein.
- 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 potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may 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. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY’s right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. Confidentiality of Client Information.**

 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 6 – Subrecipient Standards Terms and Conditions.

12. 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 must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement 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 the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. 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 must be excluded by SUBRECIPIENT 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. 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.

13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents 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.

c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- ii. **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.
- iii. **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.
- iv. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- v. **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 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 onto the policy.

- vi. **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.
 - vii. **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 compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - viii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - ix. **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.
 - x. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **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.

- g. 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 without giving effect to the conflict of law provisions thereof. Any litigation between 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.
- h. 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.
- i. 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.
- j. 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.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1: CDBG Scope of Work & Performance Standards
- Exhibit 2: CDBG Reporting Requirements
- Exhibit 3: OAA Scope of Work & Performance Standards
- Exhibit 4: OAA Reporting Requirements
- Exhibit 5: Required Federal Terms and Conditions
- Exhibit 6: Subrecipient Standard Terms and Conditions
- Exhibit 7: Lobbying and Litigation Certificate

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humberston
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing and Human Services

Dated: _____

Approved to Form:

By: Jeffery Munns
County Counsel

Legal Aid Services Of Oregon

By: PHI Martin
Julia Olsen, Regional Director PHIL Martin
Director of Finance

Dated: 7/11/19

Dated: via email 6/3/19

EXHIBIT 1
CDBG SCOPE OF WORK AND PERFORMANCE STANDARDS

1. **SCOPE OF WORK:** To achieve the objectives outlined in Section 2 below, the Clackamas County Social Services Division (CCSSD) Fair Housing Program staff and SUBRECIPIENT shall perform the activities listed below:
 - a. Operate a fair housing information and referral service during normal working hours which will serve as a primary contact point for low and moderate income persons residing or wishing to reside in Clackamas County who are seeking assistance with fair housing issues, information about affordable housing, homeless prevention services, landlord/tenant disputes rental assistance, and emergency housing needs.
 - b. Develop and distribute documents related to fair housing laws and issues, landlord/tenant disputes, and the eviction process, in English and various translations for use by non-English speakers. Assist landlords and tenants involved in the eviction process.
 - c. Disseminate information on the Clackamas County Rental Rehabilitation Loan Program to minority and low and moderate-income persons seeking affordable housing.
 - d. Provide or secure fair housing services that include:
 - i. legal representation for persons whose housing rights have been violated,
 - ii. consultation regarding the development of a fair housing policy and plan,
 - iii. development of any additional collateral materials to be used to educate professionals in housing-related professions,
 - iv. schedule and conduct a variety of training sessions for professionals in housing-related arenas,
 - v. assistance with systems advocacy issues
 - vi. testing services in response to specific housing discrimination complaints and,
 - vii. providing of testing results to a legal services provider.
 - e. Conduct a minimum of four training sessions with a variety of social service providers in Clackamas County, which deal with low and moderate-income persons' housing needs. Work closely with the social service agencies, in-house housing programs and shelters in Clackamas County to assure that clients with fair housing problems are referred for information and assistance. Provide technical assistance to agencies in the area of fair housing laws and regulations, housing counseling, and information and referral. Publicize the fair housing program to the community at every available opportunity. Provide training on Reasonable Accommodations under the Fair Housing Law for individuals with disabilities, landlords, and other housing providers.
 - f. Develop and distribute a minimum of 500 pieces of literature to social service providers, landlords, and clients which describe fair housing laws and regulations and housing resources available to low and moderate income persons in Clackamas County.
 - g. Prepare and submit to CCSSD, on a quarterly basis progress, reports that detail the activities of the Fair Housing Program and an annual summary report. See QUARTERLY PERFORMANCE REPORT – SAMPLE included in Exhibit 2.
 - h. Work cooperatively with the fair housing programs in Multnomah and Washington Counties on regional education and planning efforts, as well as on individual fair housing cases. Work with

the Fair Housing Council to assure that fair housing testing is provided in Clackamas County when appropriate.

- i. Maintain an ongoing working relationship with the State of Oregon Civil Rights Division, U.S. Department of Housing and Urban Development, and Oregon Legal Services Corporation in order to promote fair housing rights. Assist clients with filling out and filing HUD discrimination complaint forms. Provide information to landlords regarding their rights and obligations under the fair housing law. Provide assistance to persons seeking help in securing their rights under the Civil Rights Act of 1964, Title VII, and the Fair Housing Amendments Act of 1988.
- j. Provide bilingual staff on a part-time basis to provide fair housing services to Spanish speaking residents of Clackamas County.
- k. Serve on the nomination committees for Jannsen Street Transitional Housing and Jackson Place Transitional Housing Program.
- l. Provide information and technical assistance to both programs on fair housing issues and landlord tenant problems.
- m. Provide screening and coordination with ARH and SON shelters, for the purposes of shelter intake.
- n. Income limits established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance under this program are listed below:

HUD 2019 INCOME GUIDELINES (effective 4/1/19)			
Persons	Extremely Low Income 30%	Very Low Income 50%	Low Income 80%
1	\$18,450	30,800	49,250
2	\$21,100	35,200	56,250
3	\$23,750	39,600	63,300
4	\$26,350	\$43,950	\$70,300
5	\$30,170	\$47,500	\$75,950
6	\$34,590	\$51,000	\$81,550
7	\$39,010	\$54,500	\$87,200
8	\$43,430	\$58,050	\$92,800

2. CDBG SERVICE OBJECTIVES

- a. Referrals made to SUBRECIPIENT will be screened within 10 working days of referral. The outcome portion of the referral form will be completed and returned to Clackamas County Social Services Division (CCSSD) no later than the 15th day following the end of the quarter for monitoring of program outcomes. A list of referrals in progress shall be provided as well.
- b. Individuals who make initial contact with the Housing Rights and Resources program through SUBRECIPIENT will be referred to CCSSD within 5 working days of the initial contact for preliminary screening and service level determination.

- c. SUBRECIPIENT will work in conjunction with Fair Housing Council (FHC) to provide training and assistance in developing fair housing policy and plans for landlords.
- d. SUBRECIPIENT will work in conjunction with FHC to provide training to housing-related service providers and the public regarding fair housing law.
- e. SUBRECIPIENT will provide training and consultation regarding housing law to CCSSD and FHC program personnel as needed.
- f. SUBRECIPIENT will work with CCSSD and FHC to develop and distribute documents related to fair housing education.
- g. SUBRECIPIENT will review all complaint-based testing completed by FHC and submit the results to CCSSD for inclusion in program reporting.

3. CDBG PERFORMANCE STANDARDS

- a. The contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
- b. Contractor's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - i. Reducing or withholding payment;
 - ii. Requiring the contractor to perform, at the contractors expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - iii. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

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EXHIBIT 2
CDBG REPORTING REQUIREMENTS

1. REPORTING REQUIREMENTS

SUBRECIPIENT shall submit performance reports, completed referral forms and a list of referrals in process, and invoices to COUNTY by the 15th of the month following the end of each quarter (October 15th, January 15th, April 15th and July 15th).

2. INVOICES

Invoices shall include the following information: direct Housing Rights and Resources attorney hours broken out by time spent on referrals, intake, legal services, education, outreach, and training. At a minimum, requests shall be made quarterly for a lump sum not to exceed \$15,579. Invoices shall be sent to:

Erika Silver, Program Manager
Clackamas County Social Services
PO Box 2950
Oregon City, OR 97045

The County shall make payment to SUBRECIPIENT within 21 business days of receipt of each invoice submitted.

Invoices shall bear the SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services have been performed. Invoices and reports may be submitted electronically via e-mail as an attachment.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the SUBRECIPIENT fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until the SUBRECIPIENT submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the SUBRECIPIENT.

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

3. PROGRAM ACTIVITY REPORTS

The SUBRECIPIENT shall submit the following quarterly reports. These reports are due no later than the 15th of the month following the end of the quarter for monitoring of program. The format of these reports shall be designated or approved by the County.

a. Legal Aid Services of Oregon Quarterly Performance Report and narrative

Reports shall bear the SUBRECIPIENT's name and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the reports shall verify that the services have been performed.

LEGAL AID SERVICES OF OREGON
 QUARTERLY PERFORMANCE REPORT - SAMPLE

FOR THE PERIOD: _____ TO: _____

Project Name: Housing Rights and Resources Program

I. STATISTICAL

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

	Total number of potential housing related referrals received from CCSSD.
	Number of potential housing related referrals made to CCSSD.
	Total number of intakes completed on these cases.

Specific legal issues:

	Total number of referrals resulting in the provision of housing-related legal advice
	Total number of brief housing-related legal service interventions completed
	Total number of households provided individual legal representation.
	Number of referrals made to HUD.
	Number of applications completed for HUD claims.

Education Efforts:

	Total number of landlords and property managers receiving housing related Information/Materials
	Total number of other housing professionals receiving housing related Information/Materials
	Total number of outreach/training handouts/posters/flyers developed/adapted for the program

II. DISCRIMINATION CASES: (Narrative on at least three cases)

III. HOUSING RIGHTS AND RESOURCES CASES AND ACTIVITIES: (Narrative)

Signature

Date

Organization

INSTRUCTIONS

Total Number Assisted: (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10) All persons/households served (including persons of Hispanic ethnicity) must indicate Race. Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) - A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

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Exhibit 3

OAA LEGAL SERVICES – SCOPE OF WORK & PERFORMANCE STANDARDS

It shall be the responsibility of SUBRECIPIENT to develop the structure and provide contracted legal services throughout Clackamas County to the most vulnerable seniors, age 60 and over, to protect their health, welfare, independence and security. These services will be provided where other legal services are not available, targeting those in greatest social and economic need, minority, institutionalized, isolated, rural and/or homebound.

SUBRECIPIENT shall:

1. Recruit, select, train and maintain qualified staff to provide services required under this contract.
2. Not give assistance for defense of criminal or traffic charges under this contract.
3. Subject areas for OAA Title III-B funds are to include, but not limited to, the following priorities:
 - a. Issues of abuse – financial, physical, mental, and neglect
 - b. Long-term care planning
 - c. Defense of guardianship and conservatorship
 - d. Issues of access to health care (e.g. patients' rights, denial of care)
 - e. Issues of unfair debt collection practices and internet fraud
 - f. Rights of nursing home, foster home and other congregate care facility residents
 - g. Rights of tenants; prevention of housing discrimination
4. OAA Title III-E, Family Caregiver Support funds. These funds may only be used for services provided to County residents who are family caregivers. Qualified Caregivers are:
 - a. Individuals of any age who are providing care for a family member age 60 or older.
 - b. Individual age of 55 providing care for child under the age of 18, or of any age if the individual has a disability, to whom they are related by blood, marriage, or adoption.
 - c. Individuals of any age who are providing care for a person of any age with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
5. Subject areas for OAA Title III-E, Family Caregiver Support funds may include the same as for Title III B with the addition of:
 - a. Legal Rights of Grandparents and guardians
 - b. Permanency planning for Caregivers providing unpaid care to family member
6. Advise and represent qualified individuals regarding their rights, responsibilities and available options to resolve legal problems.
7. Pursue course of action identified through consultation with clients.
8. Follow-up to assure that clients were able to complete any agreed upon tasks.
9. Make referrals, when appropriate, to the pro bono Volunteer Attorney Programs currently operating in the senior centers, to other community resources, or to private attorneys.
10. Participate in program evaluation and monitoring by giving each client an evaluation form to complete and send in to County. Forms will be supplied by the County, stamped, and addressed to the County.
11. Provide up to 20 hours of consultation during contract duration to Senior Center Client Services Coordinators, Nursing Home Ombudsmen, and ADS staff.

Legal Aid Services of Oregon

Subrecipient Grant Agreement #20-006

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- 12.** Use up to 10 hours during contract duration to prepare and give 2 presentations to Senior Center Client Services Coordinators to help them identify legal problems, use available resources effectively, recognize their limitations, and make appropriate referrals to legal and other related services.
- 13.** Use up to 8 hours during contract duration to prepare and give 2 presentations for the general public, at 2 different senior centers, to help seniors know their legal rights and to improve access to legal and related services.
- 14.** Use up to 18 hours during contract duration for outreach, and to regularly publicize the Legal Services Program.
- 15.** Establish a procedure for reporting abuse and imminent danger cases to the local DHS/APD Adult Protective Services Unit, as defined in ORS410.990 and ORS410.610-670.

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Exhibit 4
OAA REPORTING REQUIREMENTS

1. **Service Reporting:** SUBRECIPIENT shall maintain records for all clients receiving services. SUBRECIPIENT shall provide County with a quarterly summary report of new client information in a format specified by County. Clients may freely refuse to provide requested information and still receive legal services. Reported information will be separate for III-B and III-E funded services.
 - a. The reports for III-B funded services shall, at a minimum, include the following:
 - ✓ Unduplicated number of clients served during reporting period
 - ✓ Unduplicated number of clients served year-to-date
 - ✓ Race & Ethnicity of clients served during reporting period per the current NAPIS categories:
 - ✓ Total low-income clients served
 - ✓ Persons living alone
 - ✓ Rural/urban status
 - ✓ Frail or disabled
 - ✓ Average number of hours billed for each client
 - ✓ General nature of service provided to each client
 - ✓ Number of callers/clients referred to other resources and which resources
 - b. For each Family Caregivers provided Legal Services paid for with the Title III-E funding a NAPIS (National Aging Program Information System) Registration Record shall be completed and submitted to Social Services. The case hours billed on the quarterly billing is to be noted on the NAPIS Registration Form.
2. **Financial Reporting:** SUBRECIPIENT shall submit a reimbursement request to County quarterly at a minimum, by the tenth working day of the month following the end of the reporting period. Attorney time shall be billed at the rate of \$75 per hour and paralegal time at the rate of \$37.50 per hour up to the contract limit. The budget for FY 2016-2017 (July 1, 2016 - June 30, 2017) is \$18,633 of Older Americans Act Title III-B funds and \$3,000 of Older Americans Act Title III-E funds, for a total of \$21,633 in OAA Funding.
 - a. **Billable time** - may include legal advice and representation, consultation, information and referral, intakes, outreach, preparing and giving presentations, and preparing reports.
 - b. **Client Donations** – SUBRECIPIENT shall afford clients the opportunity to contribute to all or part of the costs of the service provided. Each client shall be permitted to determine for her/himself what s/he is able to contribute toward the cost of the service. No client shall be denied services under this contract because of inability or failure to make a donation. SUBRECIPIENT shall provide for a method of receiving donations which shall assure client privacy. Donations received shall be reported to County, subtracted from the quarterly reimbursement request total, and retained by SUBRECIPIENT to be used for additional services for clients.

- c. Match Funds – The money for this contract is from Older Americans Act (OAA) funds. Non-federal resources (cash or in-kind) must be contributed by SUBRECIPIENT at the rate of 11.12% of the \$19,906 OAA III B funds (\$2,213.55) and 33.34% of the \$3,000 OAA III E funds (\$1,000) to earn the federal funds. Match is calculated on the actual payment request for each period billed.

Financial reports shall show Title III-B and Title III-E funds separately, and include:

- Units of service billed
- Units of service provided
- Reimbursement rate per unit
- Amount of match funds
- Type of match funds
- Donations from clients

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EXHIBIT 5

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (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, and (j) 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 Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, Environmental Protection Agency ("EPA") Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the EPA. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000,

language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as "HIPAA"), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 6

Subrecipient Standard Terms and Conditions

1. **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 the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives 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. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. 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. All employers, including SUBRECIPIENT and COUNTY, 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.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) 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 SUBRECIPIENT is a party or by which SUBRECIPIENT 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 SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) 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 and (c) 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 COUNTY is a party or by which COUNTY 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 COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, 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. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 5 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, Community Services & Supports Unit and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for the longest of:
 - a. Six years following final payment and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

11. **Severability.** The parties 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 provision held to be invalid.

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EXHIBIT 7
CONGRESSIONAL LOBBYING CERTIFICATE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

The Contractor, Legal Aid Services of Oregon, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 7/11/19

Company Name: Legal Aid Services of Oregon

Signature: *Phil Martin*

Name: Julia Olsen Phil Martin
(printed)

Title: Regional Director Director of Finance



DAN JOHNSON
DIRECTOR

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

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement Between Clackamas County and the City of Molalla Related to Plan Review, Permitting, and Inspection Services

Purpose/Outcomes	This Agreement updates a previous Intergovernmental Agreement (IGA) between the County and the City of Molalla to renew the agreement and adjust the billing structure.
Dollar Amount and Fiscal Impact	Following this Agreement, the City will reimburse the County 100% for services provided, and will remit to the County 100% of all plans review and permitting fees.
Funding Source	Permit fees – no County general funds are involved.
Duration	The IGA is effective upon signing and execution, until January 21, 2022. The Agreement automatically renews for a second four-year term, expiring on January 31, 2026 unless written notice of termination is given by either party.
Previous Action	7/20/2017: The BCC approved an Addendum to the 2012 IGA adding subsection IV.A.9 allowing the County to provide building code services related to the enforcement of the City of Molalla's Dangerous Building Ordinance. 2/23/12: The BCC approved an IGA for the County to provide grading, building, mechanical, plumbing, electrical and manufactured dwelling plans review, permitting, and inspection services to the City of Molalla.
Counsel Review	Reviewed by County Counsel on June 19, 2019
Strategic Plan Alignment	Ensure safe, healthy and secure communities.
Contact Person	Matt Rozzell, Building Codes Administrator, Transportation & Development, 503-742-4748

BACKGROUND

On February 23, 2012 the City of Molalla and Clackamas County entered into an IGA for the County to provide grading, building, mechanical, plumbing, electrical and manufactured dwelling plans review, permitting, and inspection services to the City of Molalla. The Agreement has been in place since this original signing, with an Addendum added on July 20, 2017 adding subsection IV.A.9 allowing the County to provide building code services related to the enforcement of the City of Molalla's Dangerous Building Ordinance.

The original IGA expired in 2018, necessitating the need to update the Agreement. If approved, under this updated IGA the County will continue to provide building code program services in the same manner as was established in 2012 and as modified by the Addendum in 2017. The Agreement updates the billing methodology of the IGA, but continues to have one hundred percent of all plan review and permitting fees being retained by the County, and all hourly inspection rates set at adopted jurisdictional operational hourly rates, therefore capturing staff salaries and other associated employment costs.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve this Intergovernmental Agreement Between Clackamas County and the City of Molalla Related to Plan Review, Permitting, and Inspection Services.

Respectfully submitted,

Cheryl Bell
Assistant Director of Development
Department of Transportation and Development

**INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY
AND THE CITY OF MOLALLA RELATED TO PLAN REVIEW, PERMITTING,
AND INSPECTION SERVICES**

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("COUNTY"), a corporate body politic, by and through its Building Codes Division and the City of Molalla ("CITY"), a municipal corporation, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the "Parties" and each a "Party."

RECITALS

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, the City is responsible for a building codes program pursuant to ORS 455.020(4) and 455.153;

WHEREAS, the City wishes to have the County provide services the City would be otherwise obligated to provide for grading, building, mechanical, plumbing, electrical, abatement of dangerous buildings and structures, demolition, manufactured dwelling park plan review, permitting and inspections, and manufactured dwelling plan review, permitting, and inspections; and

WHEREAS, the intent of this Agreement is that the City desires that the County provide services consistent with that of a full-service building codes and inspection program; and

WHEREAS, the County agrees to provide the above-described services and the City agrees to pay for the provision of these services under the conditions set forth in this Agreement and in consideration of the fees set out below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Initial Term and Renewal.

- A. This Agreement shall be effective upon execution, shall apply to those rights and obligations falling within the scope of this Agreement incurred after January 1, 2018, and shall expire on January 31, 2022, or until terminated pursuant to Section 7, whichever is sooner.
- B. This Agreement may be renewed for a second four-year term, expiring January 31, 2026. The second term shall automatically commence unless notice that the Agreement shall not be renewed unless written notice is given by either Party to the other on or before December 1, 2021.

2. Scope of Services. Nothing in this Agreement shall be construed as an assumption of the City's grading, building, mechanical, plumbing, electrical, and manufactured dwellings permitting program by the County. The City shall remain fully responsible for administration of these programs.

3. Permit Revenue to BCD. For permits subject to the provisions of this Agreement, the County will collect all revenues collected from permits issued under this Agreement, including but not

limited to grading, building, mechanical, plumbing, electrical, manufactured parks and manufactured dwellings permits. Permit revenue shall be allocated pursuant to Section 4(J).

4. Rights and Obligations of the County.

- A. The County shall provide all services related to grading, building, mechanical, plumbing, electrical, abatement of dangerous buildings and structures, and manufactured dwellings permitting, related plan reviews, and inspections. Additionally, the County shall provide the necessary administrative services and oversight for all permitting subject to this Agreement. Additionally, the County shall provide code enforcement services insofar as such services relate to the administration of the codes outlined in this agreement. Where required, the County shall provide fire and life safety plan reviews.
- B. The County will administer the City's fee structure for all grading, building, mechanical, plumbing, electrical, and manufactured dwellings permits, standard plan reviews, inspections and fire and life safety permits.
- C. The County shall maintain an automated, daily inspection request system, such as Selectron Interactive Voice Response, which the County uses currently. Maintenance of the system shall be done at no cost to the City.
- D. The County will create and maintain permit compositions within its permitting software for each permit type with the scope of this Agreement. Permit compositions shall be done at no cost to the City.
- E. During the County's normal business hours, the County shall provide daily construction inspections for all inspections requested before 6:00 a.m. on the day the inspection is desired.
- F. During the County's normal business hours, the County shall provide plan reviews for all permits requiring such reviews in accordance with the City's adopted Operating Plan on file with the State of Oregon Building Codes Division.
- G. For permits falling within the scope of this Agreement, the County shall collect all required state surcharges on behalf of the City and distribute the collected surcharges to the State of Oregon Building Codes Division on a monthly basis, or as otherwise required by law. The County shall provide a report to the City outlining the permits issued that are subject to the surcharge and the amount of surcharge collected on behalf of the City at intervals that correspond to the County's distribution to the State, as described herein.
- H. For permits falling within the scope of this Agreement, the County shall collect all required School District Construction Excise Taxes on behalf of the City and shall distribute the collected tax to the appropriate school district pursuant to a separate agreement between the County and the appropriate school district, or as otherwise required by law. The County shall provide a report to the City outlining the permits issued that are subject to the tax collected on behalf of the City at intervals that correspond to the County's distribution to the school districts, as described herein. The County may retain the maximum percentage allowed by state law of the tax collected to offset the costs of collection and reporting.
- I. The County shall invoice the City for services related to grading, building, mechanical, plumbing, electrical, manufactured park permitting and manufactured dwellings permitting, related plan reviews, and inspections in amounts consistent with the County's then current adopted fee schedule for the work performed. Costs for work related to code enforcement, demolition and abatement of dangerous buildings and structures performed in accordance with this Agreement shall be invoiced at rates consistent with the County's then current adopted fee schedule for the work performed. The County shall submit to City any changes

to the County's current fee structure not less than 45 days before changes to the then current rates become effective.

- J. All revenues collected by the County from grading, building, mechanical, plumbing, electrical, abatement of dangerous buildings and structures, demolition, manufactured dwelling park plan review, permitting and manufactured dwellings permits shall be credited against the amount owed by the City to the County. County shall submit a detailed monthly invoice to the City with work descriptions, labor costs, material costs, and revenue collected from permits and inspection fees. Within sixty (60) days of performing the work authorized under this Agreement, the County shall invoice the City for any remaining costs owed to the County after offset of revenue collected from permits and inspection fees. The County shall submit invoices to the City at the following address:

City of Molalla
Attention: Senior Accountant
P.O. Box 248
117 N. Molalla Ave.
Molalla, OR 97038

A copy of County invoices may be emailed to: finance@cityofmolalla.com

- K. The County shall send notice of any proposed changes to the County's permit and fee schedule at least 30 days prior to the effective date.

5. Rights and Obligations of the City.

- A. The City shall coordinate with the County in the administration of the grading, building, mechanical, plumbing, electrical, abatement of dangerous buildings and structures, demolition, manufactured dwelling park plan review and manufactured dwellings permitting, related plan reviews, and inspection services to ensure that its citizens are sufficiently served through the assignment of services provided through this Agreement.
- B. The City shall provide at least 30 days' notice to the County prior to any proposed change to the City's fee schedule, grading ordinance, dangerous building ordinance, or operating plan.
- C. The City shall ensure that the City's adopted Operating Plan on file with the State of Oregon Building Codes Division is consistent in all respects with the County's adopted Operating Plan and the administration of this Agreement. The City shall, upon request, provide a copy of its current Operating Plan to the County.
- D. The City shall compensate the County for the services provided based on the County's adopted fee schedule for the work performed.
- E. The City shall pay the County for invoices submitted by the County for costs billed pursuant to this Agreement and incurred by the County. The City shall issue payment to the County for approved costs within 30 days of receipt of invoices. The City shall remit payment to the County at the following address:

Clackamas County
Attention: Building Codes Division
150 Beaver Creek Rd.
Oregon City, OR 97045

6. **Liaison.**

- A. The Clackamas County Building Official or his or her designee will act as liaison for the County for this Agreement.

Contact Information:

Clackamas County- Building Codes Division
150 Beaver Creek Road
Oregon City, OR 97045

- B. The Molalla City Manager or his or her designee will act as liaison for the City for this Agreement.

Contact Information:

City of Molalla
117 N. Molalla Ave.
Molalla, OR 97038

- C. Any notice required or permitted under this Agreement shall be given to the above named individuals and shall become effective when actually delivered or forty-eight (48) hours after its deposit in the United States mail, addressed to such address as may be specified from time to time by a Party or Parties in writing.

7. **Termination.**

- A. Either the County or the City may terminate this Agreement at any time, with or without cause, by providing 90 days' written notice to the other Party.
- B. Either the County or the City 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 the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within five (5) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such five (5) day period, this provision shall be complied with if the breaching Party begins correction of the default within the five (5) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County may terminate this Agreement, by providing 10 days' written notice to the City, in the event the City maintains a fee schedule different than that which has been adopted by the County.
- D. The County or the City 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 is of the same nature as that waived.
- E. Nothing herein shall prevent the Parties from meeting to mutually discuss this Agreement. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination, including but not limited to a Party's right to receive any

reimbursement for any claims agreed to be paid prior to the termination and any rights to indemnification set forth under Section 8.

8. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, 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 caused by negligent or willful acts performed under this Agreement by the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, 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 caused by negligent or willful acts performed un the Agreement by the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved
- E. **Access to Records.** The Parties acknowledge and agree that each Party, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- F. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated, therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. **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.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- L. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- M. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- N. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

City of Molalla

Chair, Board of County Commissioners



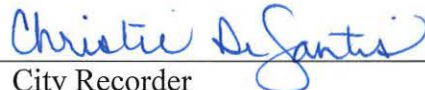
Dan Huff, City Manager

Date

7-8-19

Date

Recording Secretary



Christie DeSantis
City Recorder



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Harper Houf Peterson Righellis, Inc. for the
Canby Ferry ITS Project**

Purpose/Outcomes	The work within this contract includes the preparation of design reports, plans, specifications, cost estimates, and other related materials required in order to provide contract bidding documents for the Canby Ferry ITS Project.
Dollar Amount and Fiscal Impact	Contract value is \$307,049.83 Federal Ferry Boat Discretionary funds (80%): \$245, 639.86 County Road fund match (20%): \$61,409.97
Funding Source	416-7432-02103-481180-22235 Federal Ferry Boat Discretionary Funds and Clackamas County Road Funds.
Duration	Contract execution through June 30, 2021
Previous Board Action	11/9/16 – BCC Approval of a Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project. 09/06/18 – BCC Approval of Amendment No. 1 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project to add funding for construction.
Strategic Plan Alignment	1. This project will provide advanced traveler information to motoring public so they can safely arrive at their destination. 2. This project will build smart infrastructure (roads and ferry) and ensure safe, healthy and secure communities.
Counsel Review	July 15, 2019
Contact Person	Joel Howie, Project Manager 503-742-4658

Background:

Clackamas County received Federal Ferry Boat Discretionary Funds to construct an Advanced Traffic Management System (ATMS) to remotely monitor and control Canby Ferry boat ramps traffic signals and existing advanced electronic roadway signs approaching the ferry ramps. The proposed ATMS will allow County staff and boat operators to remotely control, view, and monitor existing traffic signals at the two boat ramps and electronic signs approaching the ferry area using fiber optic network communication and closed circuit television surveillance cameras. This project will be financed mostly with Ferry Boat Discretionary Program funds with a County Road Fund match.

The work within this contract includes the preparation of design reports, plans, specifications, cost estimates, and other related materials required in order to provide contract bidding documents for this project. This contract is in accordance with ODOT and federal requirements.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on August 9, 2018. Proposals were opened on August 30, 2018. The County received two proposals from Harper Houf Peterson Righellis, Inc. and David Evans and Associates, Inc. An Evaluation committee was assembled consisting of County staff. After evaluations of proposals, Harper Houf Peterson Righellis, Inc. was determined to be the highest scored proposer. Upon Contract award, the final statement of work was negotiated and finalized. Project fees were negotiated and based upon existing Oregon Department of Transportation (“ODOT”) Negotiated Billing Rates.

This contract has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Engineering and Related Services Contract with Harper Houf Peterson Righellis, Inc. for the Canby Ferry ITS Project. The Contract amount not to exceed is \$307,049.83.

Sincerely,

Joel Howie,
Civil Engineering Supervisor

Placed on the BCC Agenda _____ by Procurement and Contract Services



ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: 2018-72 (RFP 22235-01)

Project Title: Canby Ferry ITS Project	County Project Number: 22235
Project Location: Clackamas County	Associated RFP Number: 01
Federal Aid Number: 19641	DBE Goal: 8.5% (see Exhibit E)
Total Not-to-Exceed (“NTE”) amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) \$29,937.97 for contingency tasks, each of which must be separately authorized by County.	\$ 307,049.83

This Contract is between Clackamas County, hereafter called “County” or “Agency” and **Harper Houf Peterson Righellis, Inc.**, an Oregon corporation, hereafter called “Consultant.” County and Consultant together are also referred to as “Parties” and individually referred to as “Party.” The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

This Contract includes Federal Highway Administration (“FHWA”) funding coordinated through the Oregon Department of Transportation (“ODOT”). See Section 18 - Compliance with Applicable Law.

For purposes of this Contract:

- “business days” means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
- “calendar days” means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
- “Engineering” Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications based selection procedures [see ORS 279C.100 and ORS 279C.110]; and
- “Related Services” has the meaning provided in ORS 279C.100.

TERMS AND CONDITIONS

1. Contract Effective Date and Term. This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the County. Unless otherwise amended or terminated, this Contract shall expire June 30, 2021.

2. Statement of Work. Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the “Services”). The required schedule for performance under the Contract is specified in the Statement of Work.

3. Compensation. The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. County reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws.

The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 - Contract Cost Principles and Procedures.

4. Contract Exhibits. This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A - Statement of Work
- Exhibit B - Compensation
- Exhibit C - Insurance
- Exhibit D - Title VI Non-Discrimination Provisions
- Exhibit E - Disadvantaged Business Enterprise (“DBE”) Provisions
- Exhibit F - Special Terms & Conditions
- Exhibit G - RESERVED
- Exhibit H - RESERVED
- Exhibit I - Errors & Omissions (“E&O”) Claims Process
- Exhibit J - Contact Information and Key Persons

5. Order of Precedence. Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence: this Contract (including all amendments, if any) less all Exhibits, attachments and other documents/information incorporated into this Contract, then the Statement of Work and Payment Schedule, then all other Exhibits, then any other attachments or documents/information incorporated into this Contract by reference.

6. Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Consultant Oversight.

- a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: <https://www.irs.gov/pub/irs-pdf/p1779.pdf>. Consultant shall perform all required Services as an independent contractor. Although County reserves the right (i) to determine the delivery schedule (as mutually acceptable to County and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of County, as those terms are used in ORS 30.265.
- b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: https://www.oregon.gov/ODOT/Business/Procurement/DocsLPA/COI_LPA.docx) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to County disclosing the conflict(s).
- c. Consultant shall be responsible for all Federal or State of Oregon (“State”) taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, County will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) to County whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from

compensation or payments paid to Consultant under the Contract, except as a self-employed individual.

- d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with County, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to County any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect County or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

- a. Consultant shall obtain County's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions County may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as "subconsultant") to comply with Sections 9, 10, 11, 12, 13, 16, 17, 18, 19, 23, 27 and 29 of these Contract provisions, the limitations of **Exhibit B** - Compensation, Exhibit D - Title VI Nondiscrimination Provisions, and the requirements and sanctions of ORS Chapter 656, Workers' Compensation, in the performance of the subcontractor's Services on the project that is the subject of the Contract, as if the subcontractor were the Consultant. County's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.
- b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.
- c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

8. Third Party Beneficiaries. The State of Oregon, the Oregon Transportation Commission (OTC) and ODOT, are intended third-party beneficiaries of the Contract with express independent authority to enforce the terms and conditions of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

9. Representations and Warranties. Consultant represents and warrants to County that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

10. Professional Standard of Care; Responsibility of Consultant; Design Within Funding Limit

a. Professional Standard of Care.

Consultant shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional

discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

b. Responsibility of Consultant.

- (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.
- (ii) County's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to County in accordance with applicable law for all damages to County caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
- (iii) The rights and remedies of County provided for under the Contract are in addition to any other rights and remedies provided by law.
- (iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

c. Design Within Funding Limit.

When the Services under the Contract include preparation of design plans for the project:

- a. Consultant shall accomplish the design Services required under the Contract so as to permit construction of the project within County's budget for construction. **County's budget for construction of the project is \$408,965.** Consultant shall promptly advise County's Contract Administrator if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable project within these limitations. Upon receipt of such information, the Contract Administrator will review Consultant's revised estimate of construction cost. County may, if it determines that the estimated construction contract price set forth in this Section is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in this Section, or County may adjust such estimated construction contract price.
- b. Prior to releasing the bid for the construction contract, County will prepare an estimate of constructing the design submitted. If County's estimator(s) determines Consultant's design exceeds County's budget for the construction contract as set forth in Section (i) above {and as may be revised per Section (i) above}, then Consultant shall perform such redesign and other Services as are necessary to permit contract award within the funding limitation. These additional Services shall be performed at no increase in the price of the Contract. However, Consultant shall not be required to perform such additional Services at no cost to County if Consultant's design exceeds County's budget {as set forth in Section (i) above} as a result of conditions beyond Consultant's reasonable control.

11. Ownership of Work Product

a. Definitions. The following terms have the meanings set forth below:

- (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
- (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than County or Consultant.

- (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to County pursuant to the Contract.
- b. **Work Product.** All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of County. County and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which County is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to County any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon County's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in County. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third Party Intellectual Property derivative works.
- c. **Consultant and Third Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to County under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by County to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of County to authorize contractors, consultants and others to do the same on County's behalf. This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the County. At the request of Consultant, County shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).
- d. **Consultant and Third Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, County an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of County to authorize others to do the same on County's behalf.
- e. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A -

Statement of Work, County hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

12. Confidentiality and Non-Disclosure. Consultant and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by the County, by law, or by this Contract. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall immediately notify County of such subpoena or other legal process, provide County with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with County in the event County decides to oppose the disclosure of the Confidential Information. In the event County decides not to oppose such subpoena or other legal process or County's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

13. Indemnity

- a. Claims for Other Than Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the County, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.
- b. Claims for Professional Liability.** Consultant shall indemnify, defend, save, and hold harmless the County, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the professionally negligent acts, errors or omissions of Consultant or its subcontractors, or their respective agents or employees, in the performance of Consultant's professional services under the Contract.
- c. Indemnity for Infringement Claims.** Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the County, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the County by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, County shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the County (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with County specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by County.
- d. Defense Qualification.** Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the County, the State of Oregon, the

OTC or ODOT without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The County, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.

- e. **County's Acts or Omissions.** This section 13 does not include indemnification by Consultant of the County, the State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.

14. **Insurance.** Consultant shall carry insurance as required on **Exhibit C**.

15. **Termination**

- a. **Termination by Mutual Consent.** The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.
- b. **County's Right to Terminate for Convenience.** County may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar day's prior written notice to Consultant.
- c. **County's Right to Terminate for Cause.** County may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as County may establish in such notice, upon the occurrence of any of the following events:
 - (i) County fails to receive appropriations, limitations or other expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to make payments for Consultant's Services. Payments under this Contract and continuation of this Contract beyond the current biennium are subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available from current funding sources. The County may terminate this Contract, and Consultant waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the County's funding from local, state and/or federal sources is not appropriated or is withdrawn, limited or impaired;
 - (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or County is prohibited from paying for such Services from the planned funding source;
 - (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
 - (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after County's notice to Consultant, or such longer period as County may specify in such notice.
- d. **Consultant's Right to Terminate for Cause.**
 - (i) Consultant may terminate the Contract by giving written notice to County if County fails to pay Consultant pursuant to the terms of the Contract and if County fails to cure within 14 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
 - (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if County commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach, default or failure is not cured within 14 calendar days

after Consultant's notice to County, or such longer period as Consultant may specify in such notice.

e. Remedies.

(i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered up to the time of termination, less previous amounts paid and any claim(s) which State has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to County upon demand.

(ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), County shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).

f. Consultant's Tender Upon Termination/Retained Remedies of County. Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County's request, Consultant shall surrender to anyone County designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by County to complete the Services.

16. Records Maintenance; Access. Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. The County, ODOT, the Oregon Secretary of State's Office (OSS), FHWA and the Comptroller General of the United States (CGUS) and their respective, duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Any cost data submitted by Consultant pursuant to this Contract may be shared with ODOT, FHWA, OSS and CGUS, as necessary, for audit purposes. County, ODOT and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

17. Performance Evaluations. County will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by County, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). County will provide a copy

of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. County may adjust evaluation score(s) upon County's finding of good cause. County may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. County may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding of retainage. County and ODOT may use Consultant performance under previous contracts as a selection criterion for future contracts.

18. Compliance with Applicable Law. Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. County's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.505 through 279C.580, which are incorporated by reference herein. All rights and remedies available to County under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request County to resolve the conflict (in collaboration with ODOT and FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If County concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by County shall be final and not subject to further review or challenge.

19. Permits and Licenses

- a. **Permits and licenses to conduct business.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and licenses required by law for Consultant to conduct its business and perform the Services under the Contract.
- b. **Permits and licenses required for the project.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), but County shall pay for such permits and licenses. Consultant shall review the project site, if applicable, and the nature of the Services that Consultant shall perform under the Contract. Consultant shall advise County throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the

issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

20. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

21. Force Majeure. Neither County nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of County or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

22. Survival. All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.

23. Time is of the Essence. Consultant agrees that time is of the essence in Consultant's performance of its obligations under the Contract.

24. Notice. Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or County at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. **The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice.** Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to County's Contract Administrator or Consultant's representative, as applicable.

25. Severability. The Parties agree that if any term or provision of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

26. Dispute Resolution and Errors & Omissions Claims Process. In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

a. Errors & Omissions Related. In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit I**, Errors & Omissions Claims Process.

- b. **Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.
- c. **Notification to ODOT.** County shall immediately notify ODOT of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

27. Governing Law; Venue; Consent to Jurisdiction. The Contract shall be governed by, and construed and enforced 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 County (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the County in which the Project is located; provided, however, if a Claim must be brought in a Federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the County or State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

28. Amendments. County may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by County and Consultant. County may agree to appropriate increases in the maximum compensation payable under the Contract, should any County-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

29. False Claims

- a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act ([ORS 180.750 to 180.785](#)) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.
- b. Consultant shall immediately disclose (in writing) to County whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed—
 - (i) A violation of the Oregon False Claims Act; or
 - (ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.
- c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

30. Certified Small Businesses. Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015 as a material condition of the Contract. If the Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of County carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, County may terminate the Contract, require the Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

31. Merger Clause; Waiver; Interpretation. The Contract, including everything incorporated by reference, 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 the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary State of Oregon governmental approvals have been obtained. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

CONSULTANT CERTIFICATIONS

A. Any individual signing on behalf of Consultant hereby certifies under penalty of perjury:

- Consultant has provided its correct TIN to County;
- Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and
- S/he is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of her/his knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

B. Any individual signing on behalf of Consultant hereby certifies they are authorized to sign this Contract and that:

- **Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.**
- Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.
- Consultant understands and has provided to all Associates the COI Disclosure Form available at: <https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx>. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI

Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to County on a properly prepared and submitted form and, if determined necessary by County or ODOT, a mitigation plan has been approved by County and ODOT.

- **(a)** No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of \$100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.
- Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.
- In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Contract is fully executed, and Notice-To-Proceed has been issued by County.

Counterparts: The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

CONSULTANT SIGNATURE(s)

Signature: _____ Date: _____

Name: _____ Title: _____

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Chair: _____

Date: _____

Recording Secretary: _____

COUNTY LEGAL REVIEW (Approved as to Form):

Signature: _____ Date: _____



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to Approve an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for MCSAP Enforcement

Purpose/Outcome	The State of Oregon through the ODOT wishes to enter into an agreement with CCSO to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials using employees who have been trained as a commercial vehicle inspector pursuant to ORS 810.560
Dollar Amount and Fiscal Impact	The State shall reimburse certified officers a maximum rate of \$113.75 per qualified safety stop (QSS). Total funds awarded in this agreement are \$75,000
Funding Source	The Oregon Department of Transportation is the source of the funds
Safety Impact	A reduction of injuries and fatalities resulting from accidents involving commercial vehicles
Duration	The award period is July 1, 2019 – June 30, 2020
Previous Board Action/Review	The County Board of Commissioners has previously approved participation of the CCSO in the MCSAP program
Strategic Plan Alignment	Furtheres the County's focus on keeping our residents safe, healthy and secure
Counsel Review	This agreement has been reviewed, and approved as to legal sufficiency, by County Counsel
Contact Person	Nancy Artmann, Sheriff's Finance Manager – (503) 785-5012
Contract No.	Agreement #33531

BACKGROUND:

The purpose of the Oregon Motor Carrier Safety Action Plan (MCSAP) is to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide. The goal of the MCSAP is to reduce accidents involving commercial motor vehicles and to reduce injuries and fatalities caused by such vehicles.

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve the intergovernmental agreement between the Clackamas County Sheriff's Office and the Oregon Department of Transportation for the enforcement of the FY 2019 – 20 Oregon Motor Carrier Safety Action Plan.

Respectfully submitted,

Angela Brandenburg,
Undersheriff

"Working Together to Make a Difference"

**INTERGOVERNMENTAL AGREEMENT
Oregon Motor Carrier Safety Action Plan
(MCSAP)**

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and Clackamas County acting by and through the Clackamas County Sheriff's Department, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. Pursuant to ORS 825.248, the Oregon Department of Transportation (ODOT) is required to develop an annual commercial motor vehicle safety plan, referred to as the Oregon Motor Carrier Safety Action Plan (MCSAP). The goal of the MCSAP is to reduce accidents involving commercial motor vehicles (CMV) and to reduce injuries and fatalities resulting from accidents involving CMVs. On-road vehicle inspections focusing on conditions that would require the CMV or CMV operator to be taken out of service can reduce truck-at-fault crashes on Oregon highways. Because the on-road vehicle inspections would be precipitated by a valid traffic stop of the CMV, the on-road vehicle inspections may also curb unsafe driving actions of CMV operators that would be subject to a traffic citation or written warning.
3. By the authority granted in ORS 825.250(2), the Oregon Department of Transportation (ODOT) may enter into agreements with Agency or a city to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials when the inspections are performed by employees of the Agency or agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560.
4. Agency employs individuals who are trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560. Agency wishes to have said employees perform inspections of commercial vehicles, drivers, general cargo or hazardous materials on behalf of, and at the request of, State.
5. State wishes to enter into an agreement with Agency to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, using employees of the Agency who have been trained and certified by ODOT as a commercial vehicle inspector pursuant to ORS 810.560 in order to enhance highway safety through uniform commercial motor vehicle inspections conducted statewide.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

DEFINITIONS

1. "Authorized Representative" as defined in ORS 825.250(2), means a city, agency or state employee who has been trained and certified by Oregon Department of Transportation (ODOT), as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.
2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.
3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that result in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.
4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

For the purpose of enforcing traffic offenses contained in the Oregon Vehicle Code, except for ORS 810.230, "highway" includes premises open to the public that are owned by a homeowners association and whose boundaries are contained within a service district established on or before July 1, 2002, under ORS 451.410 to 451.610. [1983 c.338 §51; 2007 c.561 §1]

TERMS OF AGREEMENT

1. Under such authority, State wishes to retain the services of Agency to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit A" attached hereto and by this reference made a part hereof. Payment for said services shall not exceed a maximum amount of \$113.75 per QSS. The cumulative maximum not to exceed amount for all payments to Agency is \$75,000.00 in state funds, which may be increased by a fully executed amendment.

2. The term of this Agreement shall begin on July 1, 2019, and will terminate on June 30, 2020 or upon completion of the project and final payment, unless extended by a fully executed amendment.

Agency OBLIGATIONS

1. Agency, through its Authorized Representative, shall initiate safety inspections only within the course of conducting a valid traffic stop. The safety inspection shall comply with the North American Standard Inspection Procedures, which are incorporated by reference and made part of this Agreement.
2. Agency shall conduct roadside inspections in a manner that provides a continuous enforcement presence in identified locations on highways throughout the term of the agreement.
3. Agency Authorized Representative shall to the greatest extent possible, record all inspections on Aspen software and electronically upload computer-driven inspections daily.
4. Agency Authorized Representative shall conduct roadside inspections at locations on state highways that are adequate to protect the safety of driver and enforcement personnel.
5. Agency shall provide copies of any truck/driver inspections and CMV operator traffic citations or written warnings issued during a QSS within agreed locations. Agency shall ensure citations and written warnings reflect unlawful/unsafe driving behavior.
6. Agency agrees that their Authorized Representative will implement inspection procedures in accordance with minimum standards contained herein.
7. Agency agrees to enforce the North American Uniform Inspection Out-of-Service Criteria as adopted into Oregon law by State under:
 - a. OAR 740-100-0090, Part I- Driver.
 - b. OAR 740-100-0070, Part II - Vehicle.
 - c. OAR 740-100-0080, Part III - Hazardous Materials.
8. Agency agrees citations and written warnings shall include at a minimum the following:
 - a. Date of QSS
 - b. Location of QSS (Hwy, Direction, and Milepost Marker)
 - c. Vehicle License Number

- d. Motor Carrier Name
 - e. Motor Carrier US DOT Number
 - f. Driver Name and Driver License Number
 - g. Reason for QSS
 - h. Violation(s)
 - i. Out of Service defects (if applicable)
9. Agency shall submit monthly, an Invoice Cover Sheet see Exhibit B, attached hereto and by this reference made a part hereof, that identifies the number of QSS inspections along with corresponding citations and written warnings. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to State's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall State's obligations exceed the amount listed under Terms of Agreement, Paragraph 1. Travel expenses will not be reimbursed.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. Agency shall not enter into any subcontracts for any of the work schedules under this agreement without obtaining prior written approval from State.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
14. Agency certifies and represents that the individual(s) signing this Agreement has/have been authorized to enter into and execute this Agreement on behalf of

Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.

15. Agency's Project Manager for this Project is Sergeant Richard Sheldon, Traffic Team Supervisor, 2223 Kaen Rd., Oregon City, OR 97045, 503-785-5092, rsheldon@co.clackamas.or.us, or assigned designee upon individual's absence. Agency's billing address is: 2223 Kaen Rd., Oregon City, OR 97045. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS. Total amount will not exceed a maximum amount of \$75,000.00. Travel expenses will not be reimbursed.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is David McKane Safety Program Manager, 3930 Fairview Industrial Dr. SE Salem OR 503-373-0884, David.J.McKane@odot.state.or.us or assigned designee, upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency/, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency/ fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its

reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties'

relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Signature Page to Follow

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

Clackamas County, by and through its
elected officials

By _____

Date _____

By _____

Date _____

**APPROVED AS TO LEGAL FORM (if
required)**

By _____
Counsel

Date _____

Agency Contact:

Sergeant Richard Sheldon
2223 Kaen Rd.
Oregon City, OR 97045
503-785-5092
rsheldon@co.clackamas.or.us

STATE Contact:

David McKane
3930 Fairview Industrial Dr. SE MS #2
Salem Or 97302
503-373-0884
David.J.McKane@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Motor Carrier Transportation Division
Administrator

Date _____

APPROVAL RECOMMENDED

By _____
David McKane, Manager Motor Carrier
Safety Program

Date _____

EXHIBIT A
Agency PATROL Locations

Clackamas County and the Oregon Department of Transportation agree that inspections will be conducted only on I-205 within the official limits of agency name qualify for CMV QSS.

Inspections conducted at other locations may qualify for CMV QSSs, if prior approval from ODOT is received.

EXHIBIT B
Invoice Cover Sheet

Agreement # 33531 Oregon Motor Carrier Safety Action Plan

Agency Name:	Clackamas County Sheriff's Department
Address:	2223 Kaen Road
City:	Oregon City
State/Zip:	OR, 97045
Contact Name:	Sergeant Richard Sheldon
Telephone Number:	503-785-5092

Month Stops were made: _____

Number of CMV QSS that qualified for payment:	Rate	Amount
	\$113.75	

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: Clackamas County Sheriff's Office (CCSO) Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: Oregon Department of Transportation (ODOT)
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): A. Gale, Sheriff's Policy Analyst
Requestor Contact Information: 5014
Department Fiscal Representative: Nancy Artmann, CCSO Finance Manager
Program Name or Number (please specify): Oregon Motor Carrier Safety Action Plan (MCSAP): No. 33531
Brief Description of Project:

The State of Oregon request, through Interagency Agreement, support of ODOT's Motor Carrier Safety Action Plan (MCSAP) designed to reduce accidents involving commercial motor vehicles (CMV), and to reduce injuries and fatalities resulting from accidents involving CMVs. Payment for services from ODOT shall not exceed a minimum amount of \$133.75 per Qualifying Safety Stop (QSS) - meaning a stop of a CMV that results in a truck/driver inspection report as a written traffic citation or written warning for unlawful/unsafe driving behavior. Safety inspections will comply with the North American Standard Inspection Procedures as adopted by the State of Oregon and in accordance with the ODOT/MCSAP agreement (Agreement No. 33531).

Name of Funding (Granting) Agency: ODOT Motor Carrier Transportation Division

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

P. A. Hofmann, Contract Coordinator, ODOT Procurement Office, 3930 Fairview Industrial Dr. SE, Salem, OR 97302-1166 Phone: 503-986-2799 or Philip.a.hofmann@odot.state.or.us ODOT: <https://www.oregon.gov/odot/safety/pages/index.aspx>

OR

Application Packet Attached: Yes No

Completed By: _____ Date _____

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

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

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: _____
CFDA(s), if applicable: _____
Announcement Date: 5/6/2019 Announcement/Opportunity #: _____ ODOT Direct
Grant Category/Title: Transportation Safety Max Award Value: \$75,000
Allows Indirect/Rate: N/A Match Requirement: No
Application Deadline: N/A Other Deadlines: Monthly Invoice/QSS to ODOT
Grant Start Date: 7/1/2019 Other Deadline Description: _____
Grant End Date: 6/30/2020 N/A
Completed By: 6/30/2020 Program Income Requirement: _____ N/A
Pre-Application Meeting Schedule: N/A

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

Mission/Purpose:

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

It is the mission of the CCSO to preserve life, uphold the law, prevent crime, hold offenders accountable, and promote safety while finding innovative solutions and building partnerships with the community. This grant will support ODOT's MCSAP by utilizing deputies who are trained and certified by ODOT as a CMV inspector pursuant to ORS 810.560 to facilitate increased inspection of CMVs and drivers enhancing highway safety.

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

This work and grant is earmarked to support traffic safety activities conducted by professional law enforcement personnel.

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

ODOT Motor Carrier Transportation Division review and analysis of CMV QSS and determination of effective countermeasures with the Sheriff's Office to identify problem areas and solutions. Objective is the reduction of crash's and highway safety improvement within the Sheriff's patrol area.

4. Does the grant proposal fund an existing program? If yes, which program? If no, what is the purpose of the program?

Yes. The State wished to facilitate increased inspection of CMVs, drivers, a general cargo or hazardous materials using CCSO employees trained pursuant to ORS 810.560 through payment of qualifying QSS stops. Traffic enforcement and educational activities that facilitate compliance with the Oregon Motor Vehicle Act is one of the primary objectives of the Sheriff's Office Patrol Division.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

Yes - Deputy Sheriff (Patrol Division)

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

N/A

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

N/A

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

N/A

Collaboration

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

N/A

Reporting Requirements

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

Monthly reports (QSS Data) to ODOT.

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

ODOT Motor Carrier Transportation Division review and analysis of CMV QSS data and effectiveness of the MCSAP.

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

Monthly reports (QSS Data) and invoice to ODOT.

Fiscal

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

Yes - grant supports Sheriff's Mission and subsidizes current operational expenditures.

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

N/A


3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

N/A

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

No - additional funds N/A.

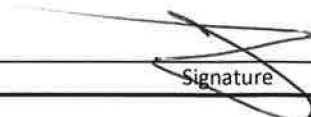
Program Approval:


Nancy Artmann, CCSO Finance Manager	6/10/19	
Name (Typed/Printed)	Date	Signature

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

**** ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN. ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
S. Strangfield, Captain Patrol Division	6/17/19	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
A. Brandenburg, Undersheriff	7/10/19	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

County Administration: re-route to department contact when fully approved.

Department: keep original with your grant file.



July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Grant Modification No. 2 between Clackamas County and USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program

Purpose/Outcomes	Business & Community Services (BCS) County Parks & Forest Division manages the Dump Stoppers program, which provides illegal dumping prevention and cleanup services on county and federal forest lands.
Dollar Amount and Fiscal Impact	\$31,086.80 of USDA Forest Service funds will be added to existing grant agreement number 16-DG-11060600-006 under Modification No. 2, with \$6,700 in matching funds from the FY20/21 Forest Management fund budget.
Funding Source	USDA Forest Service
Duration	Through March 1, 2021 per the original agreement, signed on March 11, 2016.
Previous Board Action	Original grant agreement was approved on February 25, 2016 by the BCC; Modification No. 1 by BCS Director Laura Zentner on December 14, 2016
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Enhance Park and Forest Health.
Contact Person	Rick Gruen, BCS County Parks & Forest Manager
Counsel Review	This grant modification was reviewed and approved by County Counsel on July 17, 2019.
Contract No.	16-DG-11060600-006 - Modification No. 2

BACKGROUND:

The Dump Stoppers program, administered by Business & Community Services County Parks, was created in 2003 to address the chronic growing problem of waste dumping on forested lands in Clackamas County. The program goals are to 1) locate and clean up illegally dumped waste on forested lands in Clackamas County; 2) enforce anti-dumping laws and regulations and when evidence is found, prosecute offenders; and 3) educate the public about the negative consequences of illegal dumping. Federal funds through the USDA Forest Service Secure Rural Schools Title II funding provide for 62 days of Dump Stoppers staff labor for dump site cleanup. Matching funds of \$6,700 will provide Clackamas County Sheriff patrols and enforcement support for the program.

RECOMMENDATION:

Staff recommends Board approval of Modification No. 2 of Grant 16-DG-11060600-006 between Clackamas County and USDA Forest Service – Mt. Hood National Forest for the Dump Stoppers Program and allows BCS Director or Deputy Director to sign on behalf of Clackamas County.

Respectfully submitted,

Laura Zentner
Director, Business & Community Services



MODIFICATION OF GRANT OR AGREEMENT	PAGE 1	OF PAGES 2
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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 16-DG-11060600-006	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 2
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4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 16400 Champion Way Sandy, OR 97055	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Estacada Ranger Station 595 NW Industrial Way Estacada, OR 97023
--	--

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Clackamas 2051 Kaen Rd Oregon City, OR 97045 Clackamas County Parks & Forest 150 Beavercreek Rd Oregon City, OR 97045	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
---	--

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add \$31,086.80 for continuation of the program. All previously obligated funds remain available for use.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: See Box 9
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): See Box 9

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

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
 Dumpstoppers: Illegal Dumping Prevention and Clean Up

 The U.S. Forest Service point of contacts have been updated as follows:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Rachel LaMedica 595 NW Industrial Way Estacada, OR 97023 Telephone: 503-668-1776 Email: rachel.lamedica@usda.gov	Jessica Clark 501 E 5 th St Bldg 404 (mail) Vancouver, WA 98661 Telephone: 360-891-5168 Email: jessica.clark@usda.gov

LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$31,086.80 are currently available for performance of this award through March 1, 2021. The U.S. Forest Service's ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until Clackamas County receives notice of availability confirmed in a written modification by the U.S. Forest Service.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: SF424, SF424A, SF424B, Expanded Project Budget, Title II Statement of Work



11. SIGNATURES

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

11.A. CLACKAMAS COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): GREGORY WILLIAMS		11.F. NAME (type or print): RICHARD PERIMAN	
11.G. TITLE (type or print): Deputy Director, Clackamas County Parks & Forest		11.H. TITLE (type or print): Forest Supervisor, Mt. Hood National Forest	

12. G&A REVIEW

<p>12.A. The authority and format of this modification have been reviewed and approved for signature by:</p>  <p>JESSICA CLARK U.S. Forest Service Grants & Agreements Specialist</p> <p>(16-DG-11060600-006 Mod 2)</p>	<p>12.B. DATE SIGNED</p> <p>7-2-19</p>
--	--

Burden Statement

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

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

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

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

6/27/19

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

16-DG-11060600-006

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Clackamas County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

93-6002286

* c. Organizational DUNS:

0969926560000

d. Address:

* Street1:

Clackamas County Parks & Forest

Street2:

150 Beaver Creek Rd

* City:

Oregon City

County/Parish:

Clackamas

* State:

OR: Oregon

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

97045-4302

e. Organizational Unit:

Department Name:

Business and Community Service

Division Name:

Clackamas County Forests

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Samantha

Middle Name:

* Last Name:

Wolf

Suffix:

Title:

Program Planner

Organizational Affiliation:

Clackamas County

* Telephone Number:

503-742-4685

Fax Number:

* Email:

swolf@clackamas.us

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

USDA - Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.665

CFDA Title:

Secure Rural Schools Title II

*** 12. Funding Opportunity Number:**

NA

* Title:

NA

13. Competition Identification Number:

Title:

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

Areas Affected by Project.docx

Add Attachment

Delete Attachment

View Attachment

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

Dump Stoppers: Illegal Dumping Prevention and Clean Up

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="31,086.80"/>
* b. Applicant	<input type="text" value="6,700.00"/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="37,786.80"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

- Yes
- No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. USFS Title II SRS	10.655	\$	\$	\$ 31,086.80	\$	\$ 31,086.80
2. Clackamas County					6,700.00	6,700.00
3.						
4.						
5. Totals		\$	\$	\$ 31,086.80	\$ 6,700.00	\$ 37,786.80

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) USFS Title II SRS	(2) Clackamas County	(3)	(4)	
a. Personnel	\$ 31,086.80	\$ 6,700.00	\$	\$	\$ 37,786.80
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	31,086.80	6,700.00			\$ 37,786.80
j. Indirect Charges					\$
k. TOTALS (sum of 6i and 6j)	\$ 31,086.80	\$ 6,700.00	\$	\$	\$ 37,786.80
7. Program Income	\$	\$	\$	\$	\$

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. USFS Title II SRS	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
9. Clackamas County	6,700.00	<input type="text"/>	<input type="text"/>	6,700.00	
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
12. TOTAL (sum of lines 8-11)	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="6,700.00"/>	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text" value="15,543.40"/>	\$ <input type="text"/>	\$ <input type="text" value="5,181.13"/>	\$ <input type="text" value="5,181.14"/>	\$ <input type="text" value="5,181.13"/>
14. Non-Federal	\$ <input type="text" value="3,350.00"/>	<input type="text"/>	<input type="text" value="1,116.66"/>	<input type="text" value="1,116.67"/>	<input type="text" value="1,116.67"/>
15. TOTAL (sum of lines 13 and 14)	\$ <input type="text" value="18,893.40"/>	\$ <input type="text"/>	\$ <input type="text" value="6,297.79"/>	\$ <input type="text" value="6,297.81"/>	\$ <input type="text" value="6,297.80"/>
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. USFS Title II SRS	\$ <input type="text" value="15,543.40"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
17. Clackamas County	3,350.00	<input type="text"/>	<input type="text"/>	<input type="text"/>	
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
20. TOTAL (sum of lines 16 - 19)	\$ <input type="text" value="18,893.40"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges: <input type="text"/>		22. Indirect Charges: <input type="text"/>			
23. Remarks: <input type="text"/>					

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Deputy Director of Business & Community Servi
APPLICANT ORGANIZATION Clackamas County	DATE SUBMITTED 04/23/2019

USFS Title II SRS Grant Award of \$31,086.80
Expanded Project Budget
to Request Modification 2 of Agreement 16-DG-11060600-006
Clackamas County Dump Stoppers Program
July 1, 2019 - March 1, 2021

Cost-Category Description	Rate	Per Unit	Unit	USFS Title II Grant	Unit	Clackamas County Match	TOTAL
Personnel							
Deputy Sheriff - Labor	\$335.00	per day	0	\$0.00	20	\$6,700.00	\$6,700.00
Temp Workers, Coordinator - Labor	\$290.75	per day	62	\$18,026.50	0	\$0.00	\$18,026.50
Temp Workers, Assistant - Labor	\$210.65	per day	62	\$13,060.30	0	\$0.00	\$13,060.30
Total Labor				\$31,086.80		\$6,700.00	\$37,786.80
Total Personnel				\$31,086.80		\$6,700	\$37,786.80
Travel				\$0.00		\$0.00	\$0.00
Equipment				\$0.00		\$0.00	\$0.00
Supplies				\$0.00		\$0.00	\$0.00
Contractual				\$0.00		\$0.00	\$0.00
Other							
Detailed Budget Grand Total Expenses				\$31,086.80		\$6,700	\$37,786.80
Total Revenue							

**Statement of Work
for SF-424 Application for FY 2019 USFS Hood-Willamette RAC Title II Funding
Dump Stoppers: Illegal Dumping Prevention and Clean Up**

Program Overview

Clackamas County Dump Stoppers has been in operation since spring of 2003. The overall goal of the program is to restore forests to more natural conditions by cleaning up illegally dumped waste and preventing habitat degradation by reducing the amount of dumping and other damaging behavior that occurs. This is accomplished via three program emphasis areas: 1) locate and **clean up** trash dumps on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Staff includes a retired or reserve deputy from the Clackamas County Sheriff's Office, a temporary/seasonal field operations program lead, additional temporary/seasonal staff as needed, and program management and oversight from Clackamas County Forest staff. Up until about 2011 the program had operated year-around and with two permanent full-time employees, but due to reduced funding in recent years, the program has cut back staffing and services during some winter months to conserve funds for use during busier times of the year.

Dump Stoppers is predicated on the idea that if we keep the forest clean, fewer people will dump garbage in the woods. Dumping is a widespread problem across ownerships. The presence of the Dump Stoppers deputy and the contact he makes with forest recreationists is instrumental in preventing some dumping and other illegal activities.

Program Partnerships

Participating partner land managers/owners include: USFS Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Transportation, Oregon Department of Fish and Wildlife, and Hopkins Demonstration Forest. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County and covers much of the central and all of the eastern portion of the county. Mt. Hood National Forest lands are about 545,000 acres or about 69% of the land base covered by the Dump Stoppers program.

Dump Stoppers works with several volunteers and other groups each year. In the past year we have worked on several large cleanup projects with students from Timber Lake Job Corps and Clackamas County Corrections. Dump Stoppers also supports annual spring and fall cleanup projects with Molalla Riverwatch in the Molalla River Corridor, Trash No Land in the Clackamas River region.

Cascade Towing in Estacada has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. Since 2011 Molalla Discount Tire had donated disposition of tires at no cost to the program. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+.

Dump Site Cleanup

Field operations consist of a field operations coordinator and an assistant (both temporary/seasonal employees) cleaning up dump sites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dump sites. For large projects such as heavily-used target shooting areas or extensive dump sites, the field operations coordinator will schedule cleanup project days with Community Corrections crews or large volunteer groups like Timber Lake Job Corps students. All volunteer groups are given a safety talk prior to project work. At times, additional County Forest staff may pitch in to help clean up larger more difficult sites. The Field Operations Coordinator will generally work four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. Due to less availability of other program funding, the Field Operations Assistant will work approximately 20 hours per week. In terms of utilization of local work force, both the current field operations coordinator and the assistant are residents of Clackamas County, as is the Dump Stoppers Deputy.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Regular garbage is bagged in heavy-duty garbage bags when necessary. Non-hazardous waste is taken to one of two transfer sites within Clackamas County. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the HazMat disposal area of the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Abandoned vehicles are towed and other recreational vehicles, such as boat or trailers, are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for recycling or proper disposal. In recent years, Dump Stoppers has utilized the expertise of a Master Recycler on our crew and reduce dumping loads to the transfer station (reduces transportation costs). Recyclable materials were meticulously broken-down by our Master Recycler on his own time. Hopefully, future sustainable funding will enable us to support recycling work in addition to current program activities. No grant funds are used to pay for recycling work or transfer station fees.

In recent years, we've observed little change in overall volume of solid waste. However, we noticed a higher frequency of smaller piles of demolition debris. We suspect that a good deal of demo debris materials dumps are due to recently enforced regulations by transfer stations in the metro area. In April 2017, Oregon DEQ imposed even more restrictions on materials that potentially contain asbestos and thus requiring transfer stations to obtain asbestos testing certificates from anyone dropping of suspect materials. As the costs of time and testing is a limiting factor for many consumers, we expected more debris trash would turn into illegal dumps. In fact, our field coordinator sometimes receive calls from the transfer stations notifying us of a potential truck load that was turned away from the station and may end up dumping in the woods. This year, our crew attended asbestos and lead 'awareness' training to better identify materials that contain asbestos. If these materials are found, Dump Stoppers would collect samples for testing at a contracted laboratory. If the tests are positive, a licensed HazMat mitigation contractor would be notified to clean up the site and properly dispose of the materials. This new identification and clean up activity is very expensive in time and expense. We hope it won't be a frequent occurrence as our current budget is lean and does not allocate for hazmat cleanup work. We

are working with the Oregon Department of Environmental Quality to identify funding sources to better assist Dump Stoppers and hazmat mitigation in the woods.

Enforcement

The Dump Stoppers deputy will not be funded via any Title II dollars, but will be funded through Clackamas County matching dollars and some additional funding we have received from the BLM. The Deputy is an integral part of the program. The deputy will patrol all partner ownerships, concentrating more on areas that are known problem areas. This year the deputy will likely work 27-30 hours per week, Thursday-Saturday. When sufficient evidence is located within a dump, the deputy will investigate, make contact with suspected perpetrators, and take appropriate enforcement action. Enforcement actions may include writing a citation and/or requiring dump site cleanup. The deputy will regularly communicate with partner agency law enforcement officers, including Forest Service and BLM officers.

The Dump Stoppers deputy makes contact with many of the forest recreationists he encounters, chatting with them about being responsible while they are enjoying their recreational activity and the potential negative consequences of illegal or dangerous behavior. The objective of this is to deter negative behaviors such as dumping and destructive target shooting and to simply add more law enforcement presence in the forest. The presence of the deputy certainly prevents some dumping activity.

An addition to our enforcement actions in the past few years is the use of motion-sensitive game cameras to improve identification of both the dumping activity itself and the people who are doing it. Cameras are routinely placed at high-traffic dumping areas, which take pictures of vehicles and/or people. When the pictures allow identification of potential dumping activity and suspects, the Dump Stoppers deputy will contact the suspect and take appropriate enforcement action. Camera placement, data collection, and review are performed by Dump Stoppers or County Forest staff and this work will not be funded through Title II dollars.

Education

While **Title II funding is not used to pay for educational activities**, education is still one of our primary objectives. The Dump Stopper deputy talks with forest visitors he encounters about proper disposal of waste brought out to the woods. Dump Stoppers has periodically written articles about our program and problems associated with illegal dumping in the *Clackamas County Citizen News*, a quarterly publication that is sent to every household within Clackamas County. Usually once or twice a year we are either contacted by or reach out to local media such as *The Oregonian*, *Estacada News*, and local television news programs to do stories related to the Dump Stoppers program.

We also distribute a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. This is distributed along with a handout summarizing the recreational use policies of each of the agencies/companies. The fact that dumping is illegal on any ownership is highlighted. These are distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners.

Monitoring and Reporting – Quality Control

Dump sites that have evidence are given case numbers and entered into a database that is maintained by program staff. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record in spreadsheet format by date material that is cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. This spreadsheet also records the major river watershed that the waste came from. The Dump Stoppers deputy has also started to record address information for the visitors encountered and for people who receive citations to give us a better idea of where people are coming from who dump in our forest lands.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The 2018 Dump Stoppers Partners Meeting took place in October and several Mt. Hood National Forest staff attended. The Dump Stoppers Partners Meeting this year will also likely take place in October.

We assume that the program certainly has a deterrence effect which reduces the amount of dumping and the potentially negative consequences to aquatic and terrestrial forest health, but we have not devised a good way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. An accomplishment report summarizing the program operations for CY 2016 has been provided to the USFS Mt. Hood National Forest.

Program Funding

In recent years, the program has been funded through a combination of USFS Title II and Non-Title II funds, BLM Title II and Non-Title II funds, USFS retained receipts from stewardship contracting, and some amount of matching dollars from Clackamas County. In recent years the BLM has been able to provide some additional funding from their regular budget. There is some amount of in-kind contribution from program partners, primarily in the form of their employees working with Dump Stoppers staff to identify and clean up dump sites.

The BLM has recently made a determination that we cannot utilize Title II funding provided by them through our current grant agreement to pay for law enforcement. We are hoping to find a way perhaps through the use of a different type of agreement to make it possible to again use BLM Title II funds to cover Dump Stoppers Deputy wage and fringe costs, but until we do, our biggest need for our 2017 program is to cover the cost of having a Dump Stoppers Deputy. Law enforcement is also not an allowed expenditure of Title II funding. We have been able to obtain enough funding through the BLM, our stewardship agreement with the Mt. Hood National Forest, and Clackamas County grant match dollars to cover program costs for 2019. Given the limitations of grant funding, we rely on County dollars to cover enforcement, education, and hazmat clean up costs. We have budgeted \$31,087 of this USFS Title II award to pay for 124 days of wage and fringe expenses for the Dump Stoppers crew. We also budgeted the entire match amount of \$6,700 to go towards an additional 20 days of deputy wage and fringe costs.

Please refer to the expanded budget to see daily rates and how this Title II grant and the match is budgeted. Daily costs for the deputy are estimated as they vary depending on which deputy is assigned to work for Dump Stoppers each year.

Other funding sources will be tapped to cover program costs such as additional staff time, vehicle maintenance and operation, waste disposal fees, and supplies such as garbage bags and office supplies necessary for program operation. Taking all sources into account, we anticipate having enough funding to operate the program for 9 months in 2019. This USFS Title II grant of \$31,087 is equivalent to funding about 3 months of total program expenses.



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 16-DG-11060600-006 Dump Stoppers Illegal Dumping Prevention & Clean Up	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 01
--	---	--------------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Mt. Hood National Forest 164000 Champion Way Sandy, OR 97055 lpramuk@fs.fed.us	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
--	--

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Clackamas County Parks & Forest 150 Beaver Creek Road Oregon City, OR 97045 rgruen@clackamas.us	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
--	---

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Additional funding in an amount of \$19,000 is available for performance of this modification through March 1, 2021.
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add mandatory provision V.
<input type="checkbox"/>	OTHER (Specify type of modification):

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

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

V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: SF-424 Application Dated 10/18/2016,

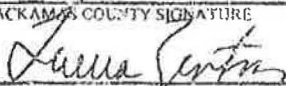
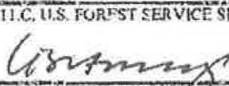


USDA Forest Service

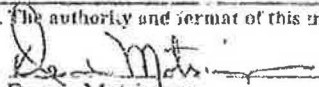
OMB 0596-0217
FS-1500-19

11. SIGNATURES

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

11.A. CLACKAMAS COUNTY SIGNATURE 	11.B. DATE SIGNED 12/14/16	11.C. U.S. FOREST SERVICE SIGNATURE 	11.D. DATE SIGNED 12/19/2016
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): RICHARD GRIJEN		11.F. NAME (type or print): LISA NORTHROP	
11.G. TITLE (type or print): Manager, Clackamas County Parks & Forest		11.H. TITLE (type or print): Forest Supervisor, Mt. Hood National Forest	

12. ~~Comments~~ REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: 	12.B. DATE SIGNED
Dennis Moisinger U.S. Forest Service Grants & Agreements Specialist	11-30-2016

16-DG-11060600-006 M1

Application for Federal Assistance SF-424	
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application: * If Revision, select appropriate letter(s): <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation *Other (Specify): _____ <input type="checkbox"/> Revision
* 3. Date Received:	4. Applicant Identifier:
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 16-DG-11060600-006 <i>MI</i>
State Use Only:	
6. Date Received by State:	7. State Application Identifier:
8. APPLICANT INFORMATION:	
*a. Legal Name: Clackamas County	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 93-6002286	*c. Organizational DUNS: 096992656
d. Address:	
*Street 1:	<u>Clackamas County Parks & Forest</u>
Street 2:	<u>150 Beaver Creek Road</u>
*City:	<u>Oregon City</u>
County/Parish:	<u>Clackamas</u>
*State:	<u>Oregon</u>
Province:	_____
*Country:	<u>USA</u>
*Zip / Postal Code:	<u>97045</u>
e. Organizational Unit:	
Department Name: Clackamas County Business & Community Services	Division Name: Clackamas County Parks & Forest
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: <u>Mr.</u>	*First Name: <u>Richard</u>
Middle Name: _____	
*Last Name: <u>Gruen</u>	
Suffix: _____	
Title:	<u>Clackamas County Parks & Forest Manager</u>
Organizational Affiliation: <u>Clackamas County Parks & Forest</u>	
*Telephone Number: <u>503-742-4345</u>	Fax Number: <u>503-742-4420</u>
*Email:	<u>rgruen@clackamas.us</u>

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

USDA Forest Service

11. Catalog of Federal Domestic Assistance Number:

10.665

CFDA Title:

Secure Rural Schools Title II

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

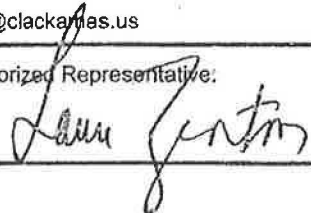
14. Areas Affected by Project (Cities, Counties, States, etc.):

Approximately 60% of the land base of Clackamas County, primarily forested lands east of Hwy 211. This includes 545,000 acres of Mt. Hood National Forest lands and 75,000 acres of BLM Salem District lands. Other lands included forestlands managed by Clackamas County Parks & Forest, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish & Wildlife, Olympic Resource Management, Port Blakely Tree Farms, Weyerhaeuser, Portland General Electric, and Hopkins Demonstration Forest.

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

Dump Stoppers: Illegal Dumping Prevention and Clean Up

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: Third and Fifth	*b. Program/Project: Third and Fifth
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: January 1, 2017	*b. End Date: March 1, 2021
18. Estimated Funding (\$):	
*a. Federal	\$ \$19,000
*b. Applicant	\$ \$5,200
*c. State	\$
*d. Local	\$
*e. Other	\$
*f. Program Income	\$
*g. TOTAL	\$ \$24,200
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", provide explanation and attach.	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)	
X ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: _____	*First Name: _____ Laura _____
Middle Name: _____	
*Last Name: Zentner _____	
Suffix: _____	
*Title: Deputy Director, Clackamas County Business & Community Services	
*Telephone Number: 503-742-4251	Fax Number: 503-742-4349
* Email: lzentner@clackamas.us	
*Signature of Authorized Representative: 	*Date Signed: 10/18/16

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. USFS Title II SRS		\$	\$	\$ 19,000.00	\$	\$ 19,000.00
2. Clackamas County					5,200.00	5,200.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 19,000.00	\$ 5,200.00	\$ 24,200.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)			
a. Personnel	\$	\$	\$ 14,840.00	\$ 4,240.00	\$ 19,080.00	
b. Fringe Benefits			3,360.00	960.00	4,320.00	
c. Travel					0.00	
d. Equipment					0.00	
e. Supplies					0.00	
f. Contractual					0.00	
g. Construction					0.00	
h. Other			800.00		800.00	
i. Total Direct Charges (sum of 6a-6h)		0.00	0.00	19,000.00	5,200.00	24,200.00
j. Indirect Charges					0.00	
k. TOTALS (sum of 6i and 6j)	\$	\$ 0.00	\$ 0.00	\$ 19,000.00	\$ 5,200.00	\$ 24,200.00
7. Program Income	\$	\$	\$	\$	\$	0.00

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Standard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. USFS Title II SRS	\$ 5,200.00	\$	\$	\$ 5,200.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 5,200.00	\$ 0.00	\$ 0.00	\$ 5,200.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 19,000.00	\$	\$	\$ 10,000.00	\$ 9,000.00
14. Non-Federal	5,200.00			0.00	5,200.00
15. TOTAL (sum of lines 13 and 14)	\$ 24,200.00	\$ 0.00	\$ 0.00	\$ 10,000.00	\$ 14,200.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. USFS Title II SRS	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

**Statement of Work
for SF-424 Application for FY 2016 USFS Hood-Willamette RAC Title II Funding
Dump Stoppers: Illegal Dumping Prevention and Clean Up**

Program Overview

Clackamas County Dump Stoppers has been in operation since spring of 2003. The overall goal of the program is to restore forests to more natural conditions by cleaning up illegally dumped waste and preventing habitat degradation by reducing the amount of dumping and other damaging behavior that occurs. This is accomplished via three program emphasis areas: 1) locate and **clean up** trash dumps on forested lands in Clackamas County, 2) **enforce** anti-dumping laws and regulations and when evidence is found, prosecute offenders, and 3) **educate** the public about the potential consequences of illegal dumping. Staff includes a retired or reserve deputy from the Clackamas County Sheriff's Office, a temporary/seasonal field operations program lead, additional temporary/seasonal staff as needed, and program management and oversight from Clackamas County Forest staff. Up until about 2011 the program had operated year-around and with two permanent full-time employees, but due to reduced funding in recent years, the program has cut back staffing and services during some winter months to conserve funds for use during busier times of the year.

Dump Stoppers is predicated on the idea that if we keep the forest clean, fewer people will dump garbage in the woods. Dumping is a widespread problem across ownerships. The presence of the Dump Stoppers deputy and the contact he makes with forest recreationists is instrumental in preventing some dumping and other illegal activities.

Program Partnerships

Participating partner land managers/owners include: USFS Mt. Hood National Forest, BLM Salem District, Clackamas County Parks & Forest, Port Blakely Tree Farms, Weyerhaeuser, Olympic Resource Management, Portland General Electric, Oregon Department of Forestry, Oregon Department of Transportation, Oregon Department of Fish and Wildlife, and Hopkins Demonstration Forest. The combined total area of these partners is over 790,000 acres which is approximately 2/3 of the land base of Clackamas County and covers much of the central and all of the eastern portion of the county. Mt. Hood National Forest lands are about 545,000 acres or about 69% of the land base covered by the Dump Stoppers program.

Dump Stoppers works with several volunteers and other groups each year. In the past year we have worked on several large cleanup projects with students from Timber Lake Job Corps, Dirt Minions, Northwest Firearms, and the Sawtell Community Planning Organization. Dump Stoppers also supports annual spring and fall cleanup projects with Molalla Riverwatch in the Molalla River Corridor. We also work with Community Corrections crews once or twice per month on cleanup projects.

Cascade Towing in Estacada has given Dump Stoppers a discount on vehicle towing and has assisted the program with some very difficult vehicle extrication projects. Since 2011 Molalla Discount Tire had donated disposition of tires at no cost to the program. For most years donated tire disposition is worth somewhere between \$500 and \$1,000+.

Dump Site Cleanup

For the past several years the program has operated from about April 1 through December, as funding allows. Typically this consists of the field operations program lead and an assistant (both temporary/seasonal employees) cleaning up dump sites that have been reported either by the public or program partners or that they have located while on patrol. Staff will perform more frequent patrols in areas that are known to experience high levels of dumping. Many of these routes go through several ownerships of Dump Stoppers program partners. Staff will also periodically check both the Dump Stoppers web site and the phone tip line where members of the public can report dump sites. For large projects such as heavily-used target shooting areas or extensive dump sites, the Program Coordinator will schedule cleanup project days with Community Corrections Crews or large volunteer groups like Timber Lake Job Corps students. All volunteer groups are given a safety talk prior to project work. At times, additional County Forest staff may pitch in to help clean up larger more difficult sites. The Dump Stoppers Coordinator generally works four 10-hour days Monday through Thursday with some flexing of time for occasional Friday or Saturday cleanup projects with volunteers or Corrections Crews. The Dump Stoppers Assistant flexes their schedule but in the past year or so has worked about 20 hours per week. In terms of utilization of local work force, both the current coordinator and the assistant are residents of Clackamas County.

Cleanup methods are what one would expect. Larger items such as abandoned furniture are lifted into a dump truck. Small items are picked up either using tools such as grabbers, rakes, and shovels or by gloved hands. Potentially hazardous materials are left in their containers and/or may be put into appropriate containers to prevent leakage (plastic buckets, tubs, etc.) and disposed of at the Metro Transfer Site in Oregon City. Items such as batteries and computer waste are separated out to be disposed of properly at the transfer stations. Regular garbage is bagged in heavy-duty garbage bags. Abandoned vehicles are towed, and other recreational vehicles such as boat or trailers are either towed or broken down to be hauled to a transfer station. Where possible, scrap metal is salvaged and taken to a scrap metal yard. Tires are taken to Molalla Discount Tire for proper disposal/recycling.

Enforcement

The Dump Stoppers deputy generally works 27 to 40 hours per week, depending on their employment status with the Clackamas County Sheriff's Office. The deputy will work a 9 or 10 hour per day schedule which includes at least one weekend day. The deputy will patrol all partner ownerships, concentrating more on areas that are known problem dumping spots. When sufficient evidence is located within a dump, the deputy will investigate, make contact with suspected perpetrators, and take appropriate enforcement action. Enforcement actions may include writing a citation and/or requiring dump site cleanup. The deputy maintains good communications with partner agency law enforcement officers.

The Dump Stoppers deputy makes contact with many of the forest recreationists he encounters, chatting with them about being responsible while they are enjoying their recreational activity and the potential negative consequences of illegal or dangerous behavior. The objective of this is to deter negative behaviors such as dumping and destructive target shooting and to simply add more law enforcement presence in the forest. This has become increasingly important as some other partner agencies have unfortunately have been dealing with reduced law enforcement budgets.

An addition to our enforcement actions in the past few years is the use of motion-sensitive game cameras to improve identification of both the dumping activity itself and the people who are doing it. Cameras are routinely placed at high-traffic dumping areas which take pictures of vehicles and/or people. When the pictures allow identification of potential dumping activity and suspects, the Dump Stoppers deputy will contact the suspect and take appropriate enforcement action. Camera placement and data collection and review are performed by Dump Stoppers or County Forest staff.

Education

Education is one of our primary objectives. Dump Stoppers has frequently participated in Celebrating Water, an event which teaches 400-500 5th grade students from Clackamas County about water resources. We have periodically had articles about our program and problems associated with illegal dumping published in the *Clackamas County Citizen News*, a quarterly publication that is sent to every household within Clackamas County. In 2016 Dump Stoppers was featured in an article in *The Oregonian* and on the web site of local news station KOIN 6.

We also produce a map showing the major forest land ownerships (Dump Stoppers partners) in the central portion of the county. The map includes messages about being responsible while recreating on public and private forest lands and reminds that any dumping is illegal on all ownerships. The map is distributed to forest users by the Dump Stoppers deputy, Dump Stoppers staff, and by Dump Stoppers partners. We have plans to update the map in 2017 and add even more messaging about how to be a responsible recreational user of forested lands.

Of course the contact that the Dump Stoppers Deputy frequently makes with the people he encounters on program partner lands often becomes an opportunity to educate people about the potentially negative consequences of illegal activities like dumping and/or how to report illegal dumps that they may find. Dump Stoppers field staff are also happy to talk to people they encounter about the Dump Stoppers program and how they can report illegal dumping activity if they see it.

Monitoring and Reporting – Quality Control

Large dump sites containing evidence are given case numbers and entered into a database that is maintained by program staff and the CCSO. Dump site location, description, and pertinent information such as photos, evidence, and a record of deputy investigation and enforcement actions are recorded in this database.

Dump Stoppers staff also record in spreadsheet format by date all the material that is cleaned up and disposed of, including pounds of solid waste, scrap metal, and hazardous waste as well as numbers of tires and vehicles towed. This spreadsheet also records the major river watershed that the waste came from.

This information is shared with Dump Stoppers partners each year at an annual Dump Stoppers partners meeting. This meeting provides a forum for program partners to discuss program operations and address any concerns or suggestions for improvement. The annual Dump Stoppers Partners meeting usually takes place in April or May.

We assume that the program certainly has a deterrence effect which reduces the amount of dumping, but we have not found a way to measure this.

A program accomplishment report can be provided at any point in time covering operations from 2003 to present date. Yearly accomplishments reports are produced and are provided to the Mt. Hood National Forest.

Program Funding

In recent years the program has been funded through a combination of USFS Title II funds, BLM title II funds, USFS retained receipts from stewardship contracting, and some amount of matching dollars from Clackamas County. In recent years the BLM has been able to provide some additional funding from their regular budget. There is some amount of in-kind contribution from program partners, primarily in the form of their employees working with Dump Stoppers staff to identify and clean up dump sites.

The BLM has recently made a determination that we cannot utilize Title II funding provided by them through our current grant agreement to pay for law enforcement. We are hoping to find a way perhaps through the use of a different type of agreement to make it possible to again use BLM Title II funds to cover Dump Stoppers Deputy wage and fringe costs, but until we do, our biggest need for our 2017 program is to cover the cost of having a Dump Stoppers Deputy. Law enforcement is also not an allowed expenditure of stewardship retained receipts funding. We have luckily been able to obtain enough funding through the BLM, our stewardship agreement with the Mt. Hood National Forest, and Clackamas County grant match dollars to cover wage and fringe expenses for the Dump Stoppers coordinator and assistant for 2017, but we lack funding for the Dump Stoppers Deputy. Due to the recent determination by the BLM, **our greatest need for 2017 is to utilize USFS Title funding to pay for the Dump Stoppers Deputy.** We have budgeted \$18,200 of this USFS Title II award of \$19,000 to pay for 560 hours of wage and fringe expenses for the deputy, and budgeted the remaining \$800 to cover vehicle and fuel costs. We also budgeted the entire match amount of \$5,200 to go towards an additional 160 hours of deputy wage and fringe costs. This would cover deputy costs for 18 weeks of full 40 hour weeks, but since the deputy does not always work a full 40 hours this could stretch into perhaps covering 5-6 months of deputy time.

Please refer to the expanded budget to see hourly costs and how this Title II grant and the match is budgeted. Hourly costs for the deputy are estimated as they vary depending on which deputy is assigned to work for Dump Stoppers each year.

Other funding sources will be tapped to cover program costs such as additional staff time, vehicle maintenance and operation, waste disposal fees, and supplies such as garbage bags and office supplies necessary for program operation. Taking all sources into account, we anticipate having enough funding to operate the program for 9 months in 2017. We hope to have enough matching funding to cover that many months of deputy time, but if we fall short we would probably have to lay off the deputy sometime in the fall of 2017. This USFS Title II grant of \$19,000 is equivalent to funding about 1.25 months of total program expenses.

USFS Title II SRS Grant Award of \$19,000
Expanded Project Budget
to Request Modification 1 of Agreement 16-DG-11060600-006
Clackamas County Dump Stoppers Program
January 1, 2017 - March 1, 2021

Cost-Category Description	Rate	Per Unit	Unit	USFS Title II Grant	Unit	Clackamas County Match	TOTAL
Personnel							
Deputy Sheriff - Labor	\$26.50	per hour	560	\$14,840.00	160	\$4,240.00	\$19,080.00
Temp Workers, Coordinator - Labor	\$21.34	per hour	0	\$0.00	0	\$0.00	\$0.00
Temp Workers, Assistant - Labor	\$15.42	per hour	0	\$0.00	0	\$0.00	\$0.00
Administrative Analyst - Labor	\$34.42	per hour	0	\$0.00	0	\$0.00	\$0.00
Total Labor				\$14,840.00		\$4,240.00	\$19,080.00
Deputy Sheriff - Fringes	\$6.00	per hour	560	\$3,360.00	160	\$960.00	\$4,320.00
Temp Workers, Coordinator - Fringes	\$7.03	per hour	0	\$0.00	0	\$0.00	\$0.00
Temp Workers, Assistant - Fringes	\$4.77	per hour	0	\$0.00	0	\$0.00	\$0.00
Administrative Analyst - Fringes	\$11.87	per hour	0	\$0.00	0	\$0.00	\$0.00
Total Fringes				\$3,360.00		\$960.00	\$4,320.00
Total Personnel				\$18,200.00		\$5,200.00	\$23,400.00
Travel				\$0.00		\$0.00	\$0.00
Equipment - Tools				\$0.00		\$0.00	\$0.00
Supplies - Garbage Bags, Signs, Office Supplies				\$0.00		\$0.00	\$0.00
Contractual				\$0.00		\$0.00	\$0.00
Other							
Vehicle Operation							
<i>Fuel</i>	\$0.40	per mile	1,600	\$640.00	0	\$0.00	\$640.00
<i>Tires and Misc.</i>	\$0.10	per mile	1,600	\$160.00	0	\$0.00	\$160.00
Corrections Crew	\$400.00	per day	0	\$0.00	0	\$0.00	\$0.00
Waste Disposal Fees	\$65.00	ton	0	\$0.00		\$0.00	\$0.00
Vehicle Tows	\$300.00	each	0	\$0.00		\$0.00	\$0.00
Telephones	\$150.00	per month	0	\$0.00		\$0.00	\$0.00
Misc. Uniforms, Displays, Meetings				\$0.00		\$0.00	\$0.00
Forest Owner/Recreation Map	\$0.45	each	0	\$0.00		\$0.00	\$0.00
Total Other			0	\$800.00		\$0.00	\$800.00
Detailed Budget Grand Total Expenses				\$19,000.00		\$5,200.00	\$24,200.00
Total Revenue				\$19,000.00		\$5,200.00	\$24,200.00

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

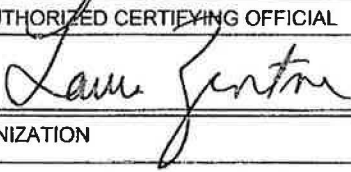
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Laura Zentner 	TITLE Deputy Director Business & Community Services
APPLICANT ORGANIZATION Clackamas County	DATE SUBMITTED 10/18/2016

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 16-DG-11060600-006
Between The
CLACKAMAS COUNTY PARKS & FOREST
And The
USDA, FOREST SERVICE
MT. HOOD NATIONAL FOREST**

Project Title: Dumpstoppers: Illegal Dumping Prevention and Clean Up

Upon execution of this document, an award to Clackamas County Parks & Forest, hereinafter referred to as "Clackamas County," in the amount of **\$25000**, is made under the authority of Secure Rural Schools and Community Self Determination Act of 2000, Division C, Section 601(a), 16 U.S.C. 7101-7153; 16 U.S.C. 500. The Catalog of Federal Domestic Assistance (CFDA) number and name are 10-665 Schools and Roads - Grants to States Payments to States . Clackamas County accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated January 4, 2016, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of \$7500, which your organization has agreed to meet, as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site:
<http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 360-891-5168.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. Clackamas County shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Richard Gruen, Parks & Forest Mgr. Clackamas County Parks & Forest 150 Beavercreek Road Oregon City, Oregon 97045- Telephone: 503-742-4345 FAX: 503-742-4420 Email: rgruen@clackamas.us	Laura Zentner, Deputy Director Clackamas County Parks & Forest 150 Beavercreek Road Oregon City, Oregon 97045- Telephone: 503-742-4351 FAX: 503-742-4349 Email: lzenter@clackamas.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Laura Pramuk, Public Affairs Officer Mt. Hood National Forest 164000 Champion Way Sandy, OR 97055 Telephone: 503-668-1791 FAX: 503-668-1413 Email: lbpramuk@fs.fed.us	Gloria Perez, Grants Mgmt. Spec. Gifford Pinchot National Forest 10600 NE 51 st Circle Vancouver, WA 98682 Telephone: 360-891-5168 FAX: 360-891-5045 Email: gperez@fs.fed.us

- C. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS.** This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award Clackamas County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Clackamas County fails to comply with these provisions, the Forest Service will annul this award and may recover any funds Clackamas County has expended in violation of sections 433 and 434.

- D. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Clackamas County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). For purposes of this award, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

- E. LIMITATION OF FUNDS. Forest Service funds in the amount of \$ 25,000 are currently available for performance of this award through March 1, 2021. The Forest Service’s ability to provide additional funding is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the Forest Service for any payment above this amount until Clackamas County receives notice of availability confirmed in a written modification by the Forest Service.

- F. REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE. Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

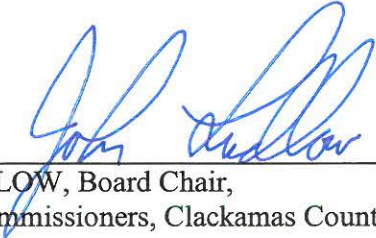
Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.


<p>The invoice must be sent by one of three methods:</p> <p>EMAIL (preferred): asc_ga@fs.fed.us</p> <p>FAX: 877-687-4894</p> <p>POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109</p>	<p>Send a copy to:</p> <p>Laura Pramuk preferably by email, otherwise to her address or FAX as shown above.</p> <p>lbpramuk@fs.fed.us</p>
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- G. PRIOR WRITTEN APPROVAL. Clackamas County shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- H. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 45 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- I. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. The start date of this award is 03/01/2016.

The end date, or expiration date is **03/01/2021**.
- J. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award as of the last date written below.




 JOHN LUDLOW, Board Chair,
 Board of Commissioners, Clackamas County
 Date 2-25-16 F-2



 LISA A. NORTHROP, Forest Supervisor
 USDA Forest Service, Mt. Hood National Forest
 Date 3/11/2016

The authority and format of this award (16-DG-11060600-006) has been reviewed and approved for signature.



 GLORIA E. PEREZ
 Forest Service Grants Management Specialist
 Date 2/5/16

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Clackamas County may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Clackamas County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Clackamas County or any third party.
- C. NOTICES. Any notice given by the Forest Service or Clackamas County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Clackamas County, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Clackamas County shall notify Subrecipients under this award that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.
- E. USE OF FOREST SERVICE INSIGNIA. In order for Clackamas County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Clackamas County when permission is granted.
- F. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- G. TRAFFICKING IN PERSONS.
1. Provisions applicable to a Recipient that is a private entity.
 - a. You as the Recipient, your employees, Subrecipients under this award, and

- Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),".
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any

subaward you make to a private entity.

4. Definitions. For purposes of this award term:

- a. "Employee" means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

H. DRUG-FREE WORKPLACE.

- 1. Clackamas County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Clackamas County will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify Clackamas County in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
- 2. Clackamas County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;

- b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. Clackamas County agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Clackamas County learns of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, Clackamas County must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- I. ELIGIBLE WORKERS. Clackamas County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Clackamas County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
- J. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted annually. These reports are due 90 days after the reporting period ending 12/31/2016. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the award. These forms may be found at www.whitehouse.gov/omb/grants_forms.
- K. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200 301, reports must relate financial data to performance accomplishments of the federal award.

Clackamas County shall submit annual performance reports. These reports are due 90 days after the reporting period. The final performance report shall be submitted either with Clackamas County's final payment request, or separately, but not later than 90 days from the expiration date of the award.

- L. NOTIFICATION. Clackamas County shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- O. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Clackamas County is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Clackamas County may call on Forest Service's Office of Communication for advice regarding public notices. Clackamas County is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- P. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Clackamas County’s purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

- Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Clackamas County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

“This institution is an equal opportunity provider.”

- R. AWARD CLOSEOUT. The Recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Clackamas County must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.343(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- S. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.339.

- T. DISPUTES.

- 1. Any dispute under this award shall be decided by the Forest Supervisor. The Forest Supervisor shall furnish Clackamas County a written copy of the decision.

2. Decisions of the Forest Supervisor shall be final unless, within 30 days of receipt of the decision of the Forest Supervisor, Clackamas County appeal(s) the decision to the Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Forest Supervisor.
 3. In order to facilitate review on the record by the Director, AQM, Clackamas County shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
 4. A decision under this provision by the Director, AQM is final
 5. The final decision by the Director, AQM does not preclude Clackamas County from pursuing remedies available under the law.
- U. DEBARMENT AND SUSPENSION. Clackamas County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Clackamas County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

ATTACHMENT B: 2 CFR PART 170**Appendix A to Part 170—Award Term****I. Reporting Subawards and Executive Compensation.****a. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
1. Subawards, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. *Executive* means officers, managing partners, or any other employees in management positions.
 3. *Subaward:*

- i. This term means a legal agreement to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. *Subrecipient* means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. *Salary and bonus.*
 - ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - v. *Above-market earnings on deferred compensation which is not tax-qualified.* vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

END OF ATTACHMENT B: 2 CFR PART 170



July 16, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal/Professional Services Contract with
Travel Portland for the Portland Region RCTP Partner Agreement

Purpose/Outcome	Clackamas County Tourism & Cultural Affairs (CCTCA) is seeking approval for a two-year Personal Services Contract with Travel Portland as a Destination Management Organization (DMO) partner agreement in the Portland Region, Regional Cooperative Tourism Program (RCTP).
Dollar Amount and Fiscal Impact	Travel Portland will provide a budget of \$248,680 (\$124,340 annually) for CCTCA to use the State's lodging tax funds provided by the Oregon Tourism Commission (OTC) through Travel Portland to execute the Portland Region RCTP plan, as approved by OTC in June 2019 for the FY19-21 RCTP program of work.
Funding Source	Funding provided by the State of Oregon – Oregon Tourism Commission, from the State's 1.8% lodging tax collections, through Travel Portland as the fiscal agent/contractor of the Portland Region. No County General Funds or County Transient Room Tax (TRT) are involved in the RCTP program.
Duration	Effective upon signature by the BCC, and continues through June 30, 2021.
Previous Board Action	CCTCA served as a Portland Region partner for the prior two-year Personal Services Contract agreement with Travel Portland for our share of the Portland Region RCTP funds.
County Counsel Review	This contract has been reviewed and approved by County Counsel on July 16, 2019.
Strategic Plan Alignment	Strategic Priority #2. Goal #8. - Strengthen our role in the Regional Cooperative Tourism Program (RCTP)
Contact Person	Jeannine Breshears, Marketing & Programs Manager - (503) 655-8419

BACKGROUND:

Travel Portland successfully completed a request for proposal (RFP) process in early 2019 and was awarded the contract to serve as the fiscal administrator of the Portland Region for a new six-year term. Additionally, the Oregon Tourism Commission approved the FY2019-2021 RCTP regional work plan in June 2019. As a DMO partner in the Portland Region, our pro-rata share of the regional funds are distributed to the DMO to offset tourism program costs as they relate to Portland Regional work. CCTCA will comply with all RCTP guidelines and expend the Travel Oregon RCTP money in accordance with the approved RCTP plan.

The RCTP program is funded solely through the collection of the State's 1.8% lodging tax, and managed separately from the TRT collections to support the regional program of work as approved by Travel Oregon.

RECOMMENDATION:

Staff recommends approval of this contract agreement and authorizes CCTCA staff to receive RCTP funds and administer them in compliance with the Portland Region program.

Sincerely,

Danielle Cowan, Executive Director
Tourism & Cultural Affairs

**TRAVEL PORTLAND PERSONAL/PROFESSIONAL SERVICE CONTRACT
REGIONAL COOPERATIVE TOURISM PROGRAM PARTNER AGREEMENT**

This contract for professional services (“**Contract**”) number **RCTP-CCTCA-TP-2019-21** is between Travel Portland (“**Travel Portland**”) and Clackamas County, through the Department of Tourism & Cultural Affairs (“**Contractor**”). Travel Portland’s Contract Administrator for this Contract is identified in section 21.

1. Contract Term. This Contract is effective on the earlier of **July 15, 2019**, or the date it has been signed by Travel Portland and Contractor, and all required Travel Portland approvals have been obtained. This Contract continues through **June 30, 2021**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice Travel Portland's right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Statement of Work; Consultant and Facilitation Services; Work Product; Deliverables. Contractor shall provide the services and deliver all associated deliverables (“**Work Product**”) described in **Exhibit A, Statement of Work (“Services”)**, which is attached and incorporated into this Contract.

3. Consideration.

3.1. As payment in full for Services, Travel Portland shall pay Contractor at the rates specified in Exhibit A.

3.2. Travel Portland will reimburse Contractor for reasonable and necessary travel and other expenses only if expressly provided in Exhibit A.

3.3. The maximum, not-to-exceed amount payable to Contractor under this Contract, including all payments pursuant to Section 3.1 and any allowable expenses pursuant to section 3.2, is **\$124,340.00**. Contractor shall not submit invoices for and Travel Portland is not obligated to pay, any compensation in excess of this amount. If this maximum amount is increased by Contract amendment, the amendment must be fully effective before Contractor performs any Services subject to the amendment.

3.4. Travel Portland is not obligated to pay Contractor for any Services unless such Services are complete, conform to the Contract specification, and otherwise conform to the warranties and other terms of this Contract.

3.5. Contractor shall submit invoices no more than twice yearly to Travel Portland’s Contract Administrator for Services performed. Contractor shall describe in each invoice all Services performed, the dates of performance, and by whom such Services were performed, and shall itemize and explain all expenses for which Contractor claims reimbursement.

4. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, Exhibit A: Statement of Work), Exhibit B: Insurance Requirements and Exhibit C: Approved RCTP Plan. Exhibits A – C are attached and incorporated into this Contract.

5. Independent Contractor; Responsibility for Taxes and Withholding.

5.1. Contractor performs all Services as an independent Contractor. Contractor is responsible for determining the appropriate means and manner of performing the Services.

5.2. Contractor shall pay all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Travel Portland will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Travel Portland's prior written consent. Travel Portland's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any. Contractor shall not assign, delegate, or transfer any of its rights or obligations under this Contract without Travel Portland's prior written consent.

7. No Third-Party Beneficiaries. Travel Portland and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or is construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized Payments. Contractor will not be compensated for work performed under this Contract by any other agency. Travel Portland certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within Travel Portland's current biennial appropriation or limitation. Contractor understands and agrees that Travel Portland's payment of amounts under this Contract is contingent on Travel Portland receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Travel Portland, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

9. Representations and Warranties.

9.1. Contractor's Representations and Warranties. Contractor represents and warrants to Travel Portland that:

9.1.1. Contractor has the power and authority to enter into and perform this Contract;

9.1.2. this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable according to its terms;

9.1.3. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and according to standards prevalent in Contractor's industry, trade or profession; and

9.1.4. Contractor is and will at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.

9.1.5. Contractor has all rights necessary in the Work Product to grant the rights to the Work Product required under this Contract and Travel Portland's use of the Work Product shall not infringe the copyright or other intellectual property or proprietary rights of any third party;

9.1.6. To the best of Contractor's knowledge, the photographic images and Travel Portland's authorized use of the images hereunder will not give rise to a claim by any persons depicted in the photographic images or by any third party of defamation, invasion of privacy, appropriation of likeness, unreasonable intrusion, public disclosure of private facts and holding up to a false light in the public eye;

9.1.7. All releases, permissions, and consents required in relation to the depiction of persons featured in the photographic images have been obtained for the purposes of Travel Portland's authorized use of the Work Product under this Contract;

9.2. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All Work Product is the exclusive property of the Contractor. Contractor hereby grants to Travel Portland a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product. Unless otherwise provided in the Statement of Work, Travel Portland's use of the Work Product includes the right for Travel Portland to sublicense photographic images to state and local government agencies and to industry partners who comprise the news media, tour operators, meeting planners and other authorized third parties ("Sublicensees").

11. Indemnity.

11.1. Indemnity. Contractor shall defend, save, hold harmless, and indemnify Travel Portland, and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the alleged negligent or willful acts, omissions, or any breach of this Contract by the Contractor or its officers, employees, subcontractor, or agents under this Contract.

11.2. Control of Defense and Settlement. Contractor shall have control of the defense and settlement of any claim that is subject to sections 11.1; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Travel Portland, nor purport to act as legal representative of Travel Portland without first receiving from Travel Portland authority to act as legal counsel, nor shall Contractor settle any claim, action or suit on behalf of Travel Portland without the approval of Travel Portland. Travel Portland may, at its election and expense, assume its own defense and settlement in the event that Travel Portland determines that Contractor is prohibited from defending Travel Portland, or is not adequately defending Travel Portland's interests, or Travel Portland desires to assume its own defense.

12. Insurance. Contractor shall maintain the insurance coverage specified in Exhibit B, Insurance.

13. Termination.

13.1. Termination by Travel Portland for Convenience. At its sole discretion, Travel Portland may terminate this Contract for its convenience upon sixty (60) days written notice to Contractor.

13.2. Termination by Travel Portland for Cause. In addition to any other rights and remedies Travel Portland may have under this Contract, Travel Portland may terminate this Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Travel Portland may establish in such notice, upon the occurrence of any of the following events:

13.2.1. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for Contractor's Services;

13.2.2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Travel Portland is prohibited from paying for such Services from the planned funding source;

13.2.3. Contractor no longer holds a license or certificate that is required to perform the Services; or

13.2.4. Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Services in conformance with the requirements and warranties provided herein, or so fails to pursue the Services as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of Travel Portland's notice or such longer period as Travel Portland may specify in such notice.

13.3. Termination by Contractor. Contractor may terminate this Contract if Travel Portland fails to pay Contractor any amount pursuant to the terms of this Contract, and Travel Portland fails to cure such failure within thirty (30) days after Contractor's notice of termination for nonpayment, or such longer period as Contractor may specify in such notice.

13.4. Contract termination pursuant to this section 13 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receive a notice of termination under this section 13, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by Travel Portland in the notice of termination. Further, upon termination, Contractor shall deliver to Travel Portland all documents, information, works-in-progress, Work Product, and other property that is or would be deliverables had this Contract been completed.

14. Confidentiality. Contractor acknowledges that Contractor and its employees or agent may, in the course of performing Services under Contract, be exposed to our acquire communication that is confidential, privileged communication not intended to be disclosed to third parties.

Contractor agrees that any Work Product created by Contractor and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract is deemed "Confidential Information" of Travel Portland. Confidential Information does not include information which is or becomes (other than by disclosure by Contractor) publicly known.

Contractor agrees to hold such Confidential Information in strict confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such information for any purposes whatsoever other than the provision of Service to Travel Portland. Contractor agrees to advise each of its employees and agents of their obligations to keep such information confidential.

15. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract according to generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Travel Portland and its duly authorized representatives shall have access to such financial records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract,

whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract.

17. Limitation of Liabilities. Travel Portland and Contractor are not liable for (i) any indirect, incidental, consequential or special damages under this contract of (ii) any damage of any sort arising solely from the termination of this contract in accordance with its terms.

18. Force Majeure. Travel Portland and Contractor are not liable for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of Travel Portland or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 13, 14, 15, 19, 24, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any notices between the parties that relate to this Contract must be given in writing, personal delivery, email, express courier, facsimile, or United States Postal Service, postage prepaid, to Contractor or Travel Portland Contract Administrator at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any notice so addressed and mailed is effective five (5) days after the postmark date. Any notice delivered by facsimile or email is effective on the day the transmitting machine generates a receipt of a successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against Travel Portland, Contractor must confirm by telephone call to Travel Portland's Contract Administrator, Travel Portland's receipt of any notice transmitted by facsimile. Any notice given by personal delivery is effective immediately if delivery is made to the following individuals:

If to Travel Portland:	If to Contractor:
<p>Megan Conway Senior Vice President of Communications and Regional Strategy Travel Portland 100 SW Main Street, Suite 1100 Portland, OR 97204</p> <p>(503) 275-9795 (voice) Email: megan@travelporland.com</p>	<p>Jim Bernard Chair, Board of Commissioners Clackamas County 2051 Kaen Road Oregon City, OR 97045</p> <p>(503) 655-8581 (voice) Email: bcc@clackamas.us</p>

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

23. Counterparts: This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.

24. Choice of Law; Designation of Forum; Federal Forum.

24.1. Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

24.2. Designation of Forum. Any claim, action, suit or proceeding (collectively, "Claim") between Travel Portland and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Multnomah County. Contractor 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.

24.3. Federal Forum. Notwithstanding section 24.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

25. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter of this Contract. There are no

understandings, agreements, or representations, oral or written, regarding this Contract that are not specified in this Contract. No waiver, consent, modification or change of terms of this Contract binds all parties unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of Travel Portland to enforce any provision of this Contract does not constitute a waiver by Travel Portland of that or any other provision.

26. Contractor Data and Certification.

26.1. Contractor Tax Identification Information. Contractor shall provide Contractor’s Social Security number or Contractor’s federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

Name (tax filing): Clackamas County

Address: 2051 Kaen Road
Oregon City, OR 97045

Citizenship, if applicable: Non-resident alien Yes No

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company
Limited Liability Partnership Sole Proprietorship Other: County Government

Federal Tax-ID#: 93-6002286

Oregon State Tax ID #: N/A

Travel Portland may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

26.2. Certification. The Contractor certifies and swears under penalty of perjury that: (a) the number shown above is Contractor’s correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not be notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) the individual is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor’s payment of taxes, and to the best of the individual’s knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314, (Income Tax), 316, (Personal Income Tax), 317 (Corporation Excise Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the

elderly rental assistance program under ORS 310.630 to 310-706 and any local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR

TRAVEL PORTLAND

By: _____

By: _____

Megan Conway

Title: _____

Title: Senior Vice President of Communications and Regional Strategy

Date: _____

Date: _____

EXHIBIT A
RCTP – PORTLAND REGION FY 2019-21

Contractor will provide Travel Portland with a **Regional Cooperative Tourism Program** strategy (“**RCTP Plan**”) using provided templates that outline sub-regional priority initiatives and intended future activities through investment of allocated funds. Initiatives and activities may include but are not limited to: branding, marketing, increasing domestic and international visitors, improving or expanding tourism product, supporting tourism business and economic development, destination management and improving visitor experiences in the region. Contractor will use state lodging tax funds provided by the **Oregon Tourism Commission** (“**OTC**”) to execute an approved RCTP Plan for the utilization of funds provided in this agreement.

STATEMENT OF WORK:

Contractor will:

- a. Develop and submit an RCTP Plan using OTC provided spreadsheets and templates for OTC review and approval. The plan will include budgets and other detail with particularity related to proposed investment. RCTP money will not be distributed until the Plan is approved by Travel Portland and OTC. Approved Plan and other documentation will be kept on file with Travel Portland and OTC and hereby incorporated into this agreement as Exhibit C.
- b. Comply with all RCTP guidelines, including requirements to convene stakeholder meetings to solicit RCTP Plan input and report out on approved RCTP Plan.
- c. Expend RCTP money in accordance with the approved RCTP Plan. Retain all invoices, expense documentation, receipts, marketing materials and other documentation related to implementation of the Plan.
- d. Maintain all above-mentioned documentation for a period of three (3) years and make such documentation available to Travel Portland, OTC and their authorized agents or auditors upon request.
- e. Provide mid-year and year-end progress and financial reports to Travel Portland by the established deadlines. Contractor will request, in writing, any needed extensions or clarification at least 1 week prior to the due dates of each report.
- f. Serve as a regional industry resource to Travel Portland and OTC on matters of importance to Oregon’s tourism industry, including providing local and regional policy information as needed and developing coalitions or community grassroots networks to disseminate information on matters of importance to Oregon’s tourism industry as appropriate.
- g. Convene meetings with local industry members as well as with regional leadership teams and other public and private partners to foster alignment with statewide and regional tourism strategy intended to optimize the economic impacts of tourism in the region.
- h. Work as a communication resource to Travel Portland and OTC to deliver OTC provided industry information, including distribution and response to “call-outs” for sales and development efforts, to local and regional industry members and key stakeholders. Contractor will from time to time, as requested, and when possible, solicit industry and

stakeholder feedback or input on OTC initiatives or other industry initiatives and provide information to OTC.

- i. Expend the state dollars provided through this agreement in a manner consistent with the approved RCTP Plan and budget. RCTP Plan modifications, including budget modifications of more than \$5,000.00, must be approved in writing in advance. Contractor may not use RCTP funds to retire any debt or to cover any costs incurred prior to the effective date of this agreement.
- j. Return to Travel Portland any funds remaining unspent as of June 30, 2021, for the purpose of depositing them into the Portland Region RCTP Strategic Investment Fund.
- k. As stated in section 10 of this agreement, all Work Product is the exclusive property of the Contractor. Contractor hereby grants to Travel Portland and OTC a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product.

BUDGET SUMMARY

Contractor will conduct work identified in this agreement with funds provided by Travel Portland as follows:

	2019-2020	BUDGET
	RCTP	\$124,340.00
	TOTAL	\$124,340.00

	2020-2021*	BUDGET
	RCTP	\$124,340.00
	TOTAL	\$124,340.00

*2020-2021 budget provided is estimate only. Contract will be amended to reflect actual amounts of RCTP funding based on actual 2019 calendar pro rata share of transient lodging tax and any adjustments to the approved work plan.

SCHEDULE

Contract anticipates the following schedule for each year of this agreement:

- July 12: Contract for services executed by Travel Portland and sent to Contractor.
- Contractor execute agreement and return along with an invoice requesting payment to amanda@travelporland.com. Invoice must include contract number and reference "2019-20" or "2020-21".
- Mid-year progress report due on date provided by Travel Portland, but not sooner than January 31 each year.
- July 31 each year: Annual year-end reports for use of all direct regional investment money due.

PAYMENT SCHEDULE

Upon execution of the Contract, Contractor will send a signed copy of the Contract with an updated Federal Form W-9 to amanda@travelportland.com. In no case will the payment for all services exceed the maximum, not-to-exceed amount of this agreement unless an amendment to this agreement is signed by all parties authorizing additional payment. Terms for all payments are net 30 from receipt and acceptance of itemized invoice. All invoices will include reference to this contract number: **RCTP-CCTCA-TP-2019-21**. No payments will be made without detailed invoice or until Contractor provides updated Federal Form W-9.

Travel and Other Expenses.

Travel and related other expenses are not authorized under this Agreement as separate Contractor compensation.

**EXHIBIT B
INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor must maintain in force at its own expense, each insurance noted below:

(Travel Portland must check boxes for #2, #3, and #4 as to whether insurance is required or not.)

1. **Required by Travel Portland of Contractors with one or more workers, as defined by ORS 656.027, Worker's Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required by Travel Portland** **Not required by Travel Portland.**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000 \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional Services to be provided under this Contract.

3. **Required by Travel Portland** **Not required by Travel Portland.**
General Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000, \$1,000,000 \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Travel Portland and its officers and employees are Additional Insureds but only with respect to the Contractor's Services to be provided under this Contract.

4. **Required by Travel Portland** **Not required by Travel Portland.**
Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060) \$200,000, \$500,000, \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Travel Portland;

6. Certificates of insurance. As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to Travel Portland prior to commencing work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to Travel Portland's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Travel Portland. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions or self-insurance.

EXHIBIT C – APPROVED RCTP FY 2019-21 PLAN

RCTP Clackamas County Tourism and Cultural Affairs Plan

Tactic	Budget			2019						2020						2021							
				July	Aug	Sept	Oct	Nov.	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
	FY19-20	FY20-21	FY19-21																				
Marketing 1: PR Agency Offset	\$6,840	\$27,340	\$34,180																				
Marketing 2: In-Market Activation	\$10,000	\$0	\$10,000																				
Marketing 3: Google Content Co-op	\$12,500	\$0	\$12,500																				
Staffing:	\$95,000	\$97,000	\$192,000																				
Total:	\$124,340	\$124,340	\$248,680																				

Global Marketing

Please describe your RCTP Marketing Strategy from a high level for the next biennium.

Oregon's Mt. Hood Territory is experiencing a growing awareness and interest by media from both domestic and international markets. As a high-functioning and professional DMO, Clackamas County Tourism's budget is feeling the impacts of successfully increased hosting expenses. The strategy is to use RCTP funds to help support additional PR hosting efforts and an increased workload resulting from the successful RCTP and Travel Oregon efforts.

Global Marketing Plan Tactics

Global Marketing Tactic 1:

Region Defined Tactic Name: Offset PR Agency Work

Budget: \$34,180 (\$6,840 FY19-20; \$27,340 FY20-21)

Start Date: July 2019

End Date: June 2021

Goal which tactic supports (From RCTP Goals, above): Goal B – PR: Generate consumer awareness of the region via media relations.

Does this tactic respond to stakeholder feedback? Yes - Stakeholders desire more PR exposure to targeted publications and journalists that support the efforts of the greater region and communities within the region. 68% of survey respondents listed such tactics as either “high” or “very high” priority.

KPI’s/Measurements of Success: Number of media clips, circulation and quality of media results with possible measures identified later in the biennium. This tactic supports Travel Oregon’s key measure to “Increase Oregon’s market share of total U.S. visitor spend (international and domestic)”.

Goal for the KPI (Target you are trying to hit): We’re focused on garnering results that stress quality over quantity (and target specific markets and audiences), such as feature stories/videos in target markets that call out our brand name, lodging, one of our three pillars, as well as direct readers to our website. We anticipate a minimum of 40 pieces of supporting coverage and 1M circulation.

Description of Tactic:

The PR team is very active with proactively hosting media as a DMO and in partnership with the Portland Region. With our PR agency taking on more responsibilities, such as booking media travel and transportation costs, there are identifiable needs for offsetting this work.

Global Marketing Tactic 2:

Menu of Investment Opportunities Tactic: In-Market Activation in Key Media Market

Budget: \$10,000

Start Date: October 2019

End Date: March 2020

Goal which tactic supports (From RCTP Goals, above): Goal B – PR: Generate consumer awareness of the region via media relations.

Does this tactic respond to stakeholder feedback? Yes - Stakeholders desire more PR exposure to targeted publications and journalists that support the efforts of the greater region and communities within the region. 68% of survey respondents listed such tactics as either “high” or “very high” priority.

KPI’s/Measurements of Success: Oregon’s Mt. Hood Territory will align itself with Travel Portland and Travel Oregon’s KPI’s and success metrics. We expect to form new relationships with target media that will result in future media trips and positive press coverage. This tactic supports Travel Oregon’s key measures to “Increase Oregon’s market share of total U.S. visitor spend (international and domestic)” and “Grow strategic partner investment”.

Goal for the KPI (Target you are trying to hit): Mt. Hood Territory will align itself with Travel Portland and Travel Oregon’s expected goals.

Description of Tactic:

Clackamas County Tourism will work with Travel Oregon and Travel Portland as a partner in the selected key media market. \$10,000 is allocated to a support budget, which will assist with the offsetting of costs associated with Mt. Hood Territory’s participation in the Travel Oregon/Travel Portland PR in-market media event (TBD).

Global Marketing Tactic 3:

Menu of Investment Opportunities Tactic: Google Content Co-op

Budget: \$12,500

Start Date: July 2019

End Date: June 2020

Goal which tactic supports (From RCTP Goals, above): Goal C – Marketing: Drive room nights via convention and sports marketing segments and/or leverage Travel Oregon programs.

Does this tactic respond to stakeholder feedback? Yes, specifically around alignment of marketing messaging and cooperative programming, influencing year-round visitation through accurate Google content, and assisting smaller communities and stakeholders in becoming involved in regional programs and efforts.

KPI's/Measurements of Success: Number of Clackamas County city audits completed and number of partners trained in Google marketing. This tactic supports Travel Oregon's key measures to "Increase Oregon's market share of total U.S. visitor spend (international and domestic)" and "Grow strategic partner investment".

Goal for the KPI (Target you are trying to hit): 12 city audits completed and delivered to partners. Implement key learnings from the audit for Oregon's Mt. Hood Territory staff to work with and train business partners to improve Google presence and marketing techniques.

Description of Tactic:

Clackamas County Tourism will assume the RDMO partnership of the Portland Region with the Travel Oregon marketing team and Miles Media in a program which will give the RDMOs an understanding of what 12 key cities in their area look like in Google Travel Guides and Top Sights – which are the two most destination-centric Google products. This program emphasizes in-person education for RDMOs that will focus on how they can act to address any opportunities surfaced by the audit, as well as begin to engage the industry in becoming more active on Google My Business. We've also included options for the RDMOs to expand the number of cities audited, as well as an option for content creation – both outside the shared cost of the co-op. This audit will provide valuable information for the RDMO to work with partners to improve Google Travel Guide information and Top Sights. Through this program each RDMO will have a personalized, in-person training session and become a member of the Google DMO Partnership Program. The Google Content Co-Op will whitelist the RDMO Knowledge Base developed by Google that provides how-to guides on 13+ Google tools that RDMOs can leverage.

<END>



July 16, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Personal/Professional Services Contract with
Oregon Tourism Commission for the Mt. Hood/Columbia River Gorge Region RCTP

Purpose/Outcome	Clackamas County Tourism & Cultural Affairs (CCTCA) is seeking approval for a two-year Personal Services Contract with Oregon Tourism Commission (OTC) (d.b.a. Travel Oregon) to serve as the fiscal agent and administrator of the Mt. Hood/Columbia River Gorge, Regional Cooperative Tourism Program (RCTP).
Dollar Amount and Fiscal Impact	Travel Oregon will provide a budget of \$600,000 (\$300,000 annually) for CCTCA to fiscally manage expenses incurred by the Mt. Hood/Gorge region for tourism marketing and development programs as approved by OTC in June 2019 for the FY19-21 RCTP program of work.
Funding Source	Funding provided by the State of Oregon – Oregon Tourism Commission, from the State’s 1.8% lodging tax collections. No County General Funds or County Transient Room Tax (TRT) are involved in the RCTP program.
Duration	Effective upon signature by the BCC, and continues through June 30, 2021.
Previous Board Action	CCTCA held the prior two-year Personal Services Contract agreement with Travel Oregon for the Mt. Hood/Columbia Gorge Region RCTP.
County Counsel Review	This contract has been reviewed and approved by County Counsel on July 16, 2019.
Strategic Plan Alignment	Strategic Priority #2. Goal #8. - Strengthen our role in the Regional Cooperative Tourism Program (RCTP)
Contact Person	Jeannine Breshears, Marketing & Programs Manager - (503) 655-8419

BACKGROUND:

Clackamas County Tourism & Cultural Affairs successfully completed a request for proposal (RFP) process in early 2019 and was awarded the contract to serve as the fiscal administrator of the Mt. Hood/Columbia River Gorge Region for a new six-year term. Additionally, the Oregon Tourism Commission approved the FY2019-2021 RCTP regional work plan in June 2019. Lizzie Keenan, regional tourism specialist, serves as the CCTCA staff coordinator for the Mt. Hood/Gorge regional program. CCTCA has successfully served as the administrator of the Mt. Hood/ Gorge region since 2004 upon the inception of the RCTP program through Travel Oregon.

The RCTP program is funded solely through the collection of the State's 1.8% lodging tax, and managed separately from the TRT collections to support the regional program of work as approved by Travel Oregon.

RECOMMENDATION:

Staff recommends approval of this contract agreement and authorizes CCTCA staff to administer the regional program on behalf of the Mt. Hood/Columbia River Gorge region.

Sincerely,

Danielle Cowan, Executive Director
Tourism & Cultural Affairs

STATE OF OREGON PROFESSIONAL SERVICES CONTRACT

This contract for professional services (“**Contract**”) number **HOODGORGE2019-21CNT01-RCTP** is between the State of Oregon (“**State**”), acting by and through its Oregon Tourism Commission, doing business as Travel Oregon (“**OTC**”), and **Clackamas County Tourism & Cultural Affairs, on behalf of Mt. Hood & Columbia River Gorge Region** (“**Contractor**”). OTC’s Contract Administrator for this Contract is identified in section 21.

1. Contract Term. This Contract is effective on the earlier of **July 1, 2019** or the date it has been signed by OTC and Contractor, and all required State approvals have been obtained. This Contract continues through **June 30, 2021**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice OTC’s right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Statement of Work; Consultant and Facilitation Services; Work Product; Deliverables. Contractor shall provide the services and deliver all associated deliverables (“**Work Product**”) described in Exhibit A, Statement of Work (“**Services**”), which is attached and incorporated into this Contract.

3. Consideration.

3.1. As payment in full for Services, OTC shall pay Contractor at the rates specified in Exhibit A.

3.2. OTC will reimburse Contractor for reasonable and necessary travel and other expenses only if expressly provided in Exhibit A.

3.3. The maximum not-to-exceed amount payable to Contractor under this Contract, including all payments pursuant to Section 3.1 and any allowable expenses pursuant to section 3.2, is **\$600,000.00**. Contractor shall not submit invoices for, and OTC is not obligated to pay, any compensation in excess of this amount. If this maximum amount is increased by Contract amendment, the amendment must be fully effective before Contractor performs any Services subject to the amendment.

3.4. OTC is not obligated to pay Contractor for any Services unless such Services are complete, conform to the Contract specifications, and otherwise conform to the warranties and other terms of this Contract.

3.5. Contractor shall submit invoices no more than twice monthly to OTC’s Contract Administrator for Services performed. Contractor shall describe in each invoice all Services performed, the dates of performance, and by whom such Services were performed, and shall itemize and explain all expenses for which Contractor claims reimbursement. Contractor shall mail invoices to OTC at the address specified in section 21.

4. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, Exhibit A: Statement of Work and Exhibit B: Insurance Requirements. Exhibit A and Exhibit B are attached and incorporated into this Contract.

5. Independent Contractor; Responsibility for Taxes and Withholding.

5.1. Contractor performs all Services as an independent Contractor. Contractor is not an “officer,” “employee,” or “agent” of the State, as those terms are used in ORS 30.265. Contractor is responsible for determining the appropriate means and manner of performing the Services.

5.2. Contractor shall pay all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, OTC will not withhold from such compensation or payments any amounts to cover Contractor’s federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers’ compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts, Successors, and Assignments. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without OTC’s prior written consent. OTC’s consent to any subcontract does not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any. Contractor shall not assign, delegate or transfer any of its rights or obligations under this Contract without OTC’s prior written consent.

7. No Third Party Beneficiaries. OTC and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or is construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized; Payments. Contractor will not be compensated by any other agency or department of the State for Services performed under this Contract. OTC certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OTC’s current biennial appropriation or limitation. Contractor understands and agrees that OTC’s payment of amounts under this Contract is contingent on OTC receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OTC, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

9. Representations and Warranties.

9.1. Contractor’s Representations and Warranties. Contractor represents and warrants to OTC that:

9.1.1. Contractor has the power and authority to enter into and perform this Contract;

9.1.2. this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable according to its terms;

9.1.3. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and according to standards prevalent in

Contractor's industry, trade or profession; and

9.1.4. Contractor is and will be at all times during the term of this Contract, qualified, professionally competent, and duly licensed to perform the Services.

9.1.5 Contractor has all rights necessary in the Work Product to grant the rights to the Work Product required under this Contract and OTC's use of the Work Product shall not infringe the copyright or other intellectual property or proprietary rights of any third party;

9.1.6 To the best of Contractor's knowledge, the photographic images and OTC's authorized use of the images hereunder will not give rise to a claim by any persons depicted in the photographic images or by any third party of defamation, invasion of privacy, appropriation of likeness, unreasonable intrusion, public disclosure of private facts and holding up to a false light in the public eye;

9.1.7 All releases, permissions, and consents required in relation to the depiction of persons featured in the photographic images have been obtained for the purposes of OTC's authorized use of the Work Product under this Contract;

9.2. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product.

10.1 Ownership by OTC. Unless otherwise provided in the Statement of Work, all Work Product is the exclusive property of OTC. Contractor hereby irrevocably assigns to OTC all of its rights, title, and interest in and to any and all of such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10.2 Ownership by Contractor. If the Statement of Work provides that the copyright is owned by the Contractor, all Work Product is the exclusive property of the Contractor. Contractor hereby grants to OTC a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product. Unless otherwise provided in the Statement of Work, OTC's use of the Work Product includes the right for OTC to sublicense these photographic images to other Oregon state and local government agencies and to industry partners who comprise the news media, tour operators, meeting planners and other authorized third parties ("Sublicensees").

11. Indemnity.

11.1. INDEMNITY. CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, OTC, AND THEIR OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE

ALLEGED NEGLIGENT OR WILLFUL ACTS, OMISSIONS, OR ANY BREACH OF THIS CONTRACT BY THE CONTRACTOR OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS CONTRACT.

11.2. CONTROL OF DEFENSE AND SETTLEMENT. CONTRACTOR SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTION 11.1; HOWEVER, NEITHER CONTRACTOR NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON, NOR SHALL CONTRACTOR SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IF THE STATE OF OREGON DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE, AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

12. Insurance. Contractor shall maintain the insurance coverage specified in in Exhibit B, Insurance.

13. Termination.

13.1. Termination by OTC for Convenience. At its sole discretion, OTC may terminate this Contract for its convenience upon sixty (60) days written notice to Contractor.

13.2. Termination by OTC for Cause. In addition to any other rights and remedies OTC may have under this Contract, OTC may terminate this Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as OTC may establish in such notice, upon the occurrence of any of the following events:

13.2.1. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for Contractor's Services;

13.2.2. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or OTC is prohibited from paying for such Services from the planned funding source;

13.2.3. Contractor no longer holds a license or certificate that is required for it to perform the Services; or

13.2.4. Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the Services in conformance with the requirements and warranties provided herein, or so fails to pursue the Services as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or

failure is not cured within ten (10) business days after delivery of OTC's notice or such longer period as OTC may specify in such notice.

13.3. Termination by Contractor. Contractor may terminate this Contract if OTC fails to pay Contractor any amount pursuant to the terms of this Contract, and OTC fails to cure such failure within thirty (30) days after Contractor's notice of termination for nonpayment, or such longer period as Contractor may specify in such notice.

13.4. Contract termination pursuant to this section 13 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination under this section 13, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by OTC in the notice of termination. Further, upon termination, Contractor shall deliver to OTC all documents, information, works-in-progress, Work Product, and other property that is or would be deliverables had this Contract been completed.

14. Confidentiality. Contractor acknowledges that Contractor and its employees or agents may, in the course of performing Services under this Contract, be exposed to or acquire communication that is confidential, privileged communication not intended to be disclosed to third parties.

Contractor agrees that any Work Product created by Contractor and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract is deemed "Confidential Information" of OTC. Confidential Information does not include information which is or becomes (other than by disclosure by Contractor) publicly known.

Contractor agrees to hold such Confidential Information in strict confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such information for any purposes whatsoever other than the provision of Services to OTC. Contractor agrees to advise each of its employees and agents of their obligations to keep such information confidential.

15. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract according to generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that OTC, the Oregon Secretary of State's Office, 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 Contractor that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract.

17. Limitation of Liabilities. OTC AND CONTRACTOR ARE NOT LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT OR (ii) ANY DAMAGE OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

18. Force Majeure. State and Contractor are not liable for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of the State or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 1, 7, 8, 9, 10, 11, 13, 14, 15, 19, 24, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any notices between the parties that relate to this Contract must be given in writing, personal delivery, express courier, facsimile, or United States Postal Service, postage prepaid, to Contractor or the OTC Contract Administrator at the address or number set forth below, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any notice so addressed and mailed is effective five (5) days after the postmark date. Any notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of a successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against OTC, Contractor must confirm by telephone call to OTC’s Contract Administrator, OTC’s receipt of any notice transmitted by facsimile. Any notice given by personal delivery is effective immediately if delivery is made to the following individuals:

IF TO OTC:	IF TO CONTRACTOR:
<p>Jeff Hampton, VP, Operations Contract Administrator Oregon Tourism Commission 319 SW Washington Street, Suite 700 Portland, OR 97204</p> <p>(971) 717-6205 (voice) (971) 717-6215 (fax)</p> <p>Email: accounting@traveloregon.com</p>	<p>Lizzie Keenan Mt Hood & Columbia River Gorge Region Clackamas County Tourism & Cultural Affairs 1830 Blankenship Rd. Suite 100 West Linn, OR 97068</p>

22. Severability. The parties agree that if any term of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term held to be invalid.

23. Counterparts. This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.

24. Choice of Law; Designation of Forum; Federal Forum.

24.1. Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

24.2. Designation of Forum. Any claim, action, suit or proceeding (collectively, "Claim") between OTC (or any other agency or department of the State) and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Marion County. Contractor 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.

24.3. Federal Forum. Notwithstanding section 23.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

25. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, regarding this Contract that are not specified in this Contract. No waiver, consent, modification or change of terms of this Contract binds all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of OTC to enforce any provision of this Contract does not constitute a waiver by OTC of that or any other provision.

26. Contractor Data and Certification.

26.1. Contractor Tax Identification Information. Contractor shall provide Contractor's Social Security number or Contractor's federal tax ID number and the additional information set forth below. This information is requested pursuant to ORS 305.385. Social Security Numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

Name (tax filing):

Address:

Citizenship, if applicable: Non-resident alien Yes

No Business Designation (check one):

- Corporation Partnership Limited Partnership Limited Liability Company
 Limited Liability Partnership Sole Proprietorship Other:

Federal Tax ID#: _____ or SSN#: _____ - _____ - _____
Oregon State Tax ID#: _____

OTC may report the information given above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

26.2 Certification. The Contractor certifies under penalty of perjury that: (a) the number shown above is Contractor's correct taxpayer identification and the other information provided is correct; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) the individual is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the individual's knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

MT. HOOD & COLUMBIA RIVER GORGE REGION

STATE OF OREGON acting by and through the OREGON TOURISM COMMISSION

By: _____ Date: _____

By:  Date: 6/28/2019

Name: _____

Name: Jeff Hampton

Title: _____

Title: VP, Operations

EXHIBIT A

STATEMENT OF WORK

Contractor will provide OTC with a regional tourism strategy (RCTP Plan) using OTC provided templates, when provided, that outlines regional priority initiatives and intended future activities through investment of state funds. Initiatives and activities may include but are not limited to; branding, marketing, increasing domestic and international visitors, improving or expanding tourism product, supporting tourism business and economic development, destination management and improving visitor experiences in the region. Contractor will use state lodging tax funds provided by OTC to execute an approved RCTP plan for the utilization of funds provided in this agreement.

STATEMENT OF WORK:

Contractor has been designated by OTC as Regional Destination Management Organization and will:

- a. Develop and submit an RCTP Plan using OTC provided spreadsheets and templates, when provided, for OTC review and approval. The Plan will include budgets and other detail with particularity related to proposed investment. RCTP money will not be distributed until the Plan is approved by OTC. Approved Plan and other documentation will be kept on file with OTC and hereby incorporated into this agreement as Exhibit C.
- b. Comply with all RCTP guidelines, including requirements to convene stakeholder meetings to solicit RCTP Plan input and report out on approved RCTP Plan.
- c. Expend RCTP money in accordance with the approved RCTP Plan. Retain all invoices, expense documentation, receipts, marketing materials and other documentation related to implementation of the Plan.
- d. Maintain all above-mentioned documentation for a period of three (3) years and make such documentation available to OTC, the Oregon Secretary of State's office and their authorized agents or auditors upon request.
- e. Provide mid-year and year-end progress and financial reports to OTC by the OTC established deadlines. Contractor will request, in writing, any needed extensions or clarification at least 1 week prior to the due dates of each report.
- f. Serve as a regional industry resource to OTC on matters of importance to Oregon's tourism industry, including providing local and regional policy information as needed and developing coalitions or community grassroots networks to disseminate information on matters of importance to Oregon's tourism industry as appropriate.
- g. Convene meetings with local industry members as well as with regional leadership teams and other public and private partners to foster alignment with statewide and regional tourism strategy intended to optimize the economic impacts of tourism in the region.
- h. Designate an RDMO RCTP representative to serve as primary RDMO point of contact and who will actively participate in OTC initiated statewide and regional meetings whenever possible.
- i. Work as a communication resource to OTC to deliver OTC provided industry information, including distribution and response to "call-outs" for sales and development efforts, to local and regional industry members and key stakeholders. Contractor will from time to time, as

requested, and when possible, solicit industry and stakeholder feedback or input on OTC initiatives or other industry initiatives and provide information to OTC.

- j. Expend the state dollars provided through this agreement in a manner consistent with the approved RCTP Plan and budget. RCTP Plan modifications, including budget modifications of more than \$5,000.00, must be approved in writing in advance. Contractor may not use RCTP funds to retire any debt or to cover any costs incurred prior to the effective date of this agreement.
- k. If any funds remain unspent as of June 30, 2021, Contractor may carry forward the unspent funds into future biennium contracts only if the unspent funds are deposited into the region’s grant/strategic investment fund. Otherwise, all unspent funds must be returned to OTC.

BUDGET SUMMARY

Contractor will conduct work identified in this agreement with funds provided by OTC as follows:

	2019-2020	BUDGET
	RCTP	\$300,000
	TOTAL	\$300,000

	2020-2021 *	BUDGET
	RCTP	\$300,000
	TOTAL	\$300,000

*2020-2021 budget provided is estimate only. Contract will be amended to reflect actual amounts of RCTP funding based on actual 2019 calendar pro rata share of transient lodging tax.

SCHEDULE

Contract anticipates the following schedule for each year of this agreement:

- July 1: Contract for services executed by OTC and sent to Contractor
- Contractor execute agreement and return along with an invoice requesting payment to accounting@traveloregon.com . RDMO may invoice for total annual amount if RCTP Plan has been approved or for **\$25,000** if RCTP Plan approval is pending. Invoice must include contract # and reference “2019-20” or “2020-21”
- Mid-year progress report due on date provided by OTC, but not sooner than January 31
- OTC to provide Contract amendment to Contractor reflecting prior calendar year pro rata share no later than March 31
- July 31: Annual year-end reports for use of all direct regional investment money due

PAYMENT SCHEDULE

Upon execution of the contract, Contractor will send a signed copy of the contract with an updated federal form W-9 to accounting@traveloregon.com. In no case will the payment for all services exceed the maximum, not-to-exceed amount of this agreement unless an amendment to this agreement is signed by all parties authorizing additional payment. Terms for all payments are net 30 from receipt and acceptance of itemized invoice. All invoices will include reference to **Purchase Order #2020-118** and include reference to this contract: **HOODGORGE2019-21CNT01-RCTP**. No payments will be made without detailed invoice or until Contractor provides updated Federal Form W-9.

Travel and Other Expenses.

Travel and related other expenses are not authorized under this Agreement as separate Contractor compensation.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Contract, Contractor must maintain in force at its own expense, each insurance noted below:

(OTC must check boxes for #2, #3, & #4 as to whether insurance is required or not.)

1. **Required by OTC of Contractors with one or more workers, as defined by ORS 656.027. Workers' Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required by OTC** **Not required by OTC.**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000 \$500,000 \$1,000,000 \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional Services to be provided under this Contract.

3. **Required by OTC** **Not required by OTC.**
General Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 \$1,000,000 \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the State of Oregon, Department of Justice and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's Services to be provided under this Contract.

4. **Required by OTC** **Not required by OTC.**
Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060) \$200,000
\$500,000 \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to OTC;

6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to OTC prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions or self-insurance.



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES
PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

July 9, 2019

Jeff Hampton
Oregon Tourism Commission
319 SW Washington Street, Suite 700
Portland, OR 97204

RE: Letter of Insurance – HOODGORGE2019-21

To Whom It May Concern:

This is to certify that pursuant to ORS 30.282, Clackamas County has established a self-insurance fund against tort liability for the public body, its officers, employees and agents. Under ORS 30.272, as of July 1, 2019, the current limits are \$1,498,000 per occurrence.

Claims arising from facilities and/or operations that are controlled by the County will be administered through this program.

Clackamas County has elected under ORS 656 to self-fund and administer its Workers' Compensation benefits for all claims filed by its employees.

Sincerely yours,

Eric Machado, ARM, RIMS-CRMP
Risk Manager

CC: File
Jeannine Breshears - Clackamas County Tourism & Cultural Affairs



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement with
Clackamas Soil and Water Conservation District

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with the Clackamas Soil and Water Conservation District (CSWCD) for the lease of dark fiber.
Dollar Amount and Fiscal Impact	NCPRD will pay a recurring lease fee of \$3,060.00 annually for the new connections.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by CSWCD.
Duration	Effective upon signature by the board the SLA is a one year contract that automatically renews for an additional year if neither party requests a cancelation of service.
Previous Board Action	Board has previously approved similar SLA's with Water Environmental Services (WES).
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is requesting a new SLA with the Clackamas Soil and Water Conservation District for the lease of dark fiber. The new fiber connection will allow CSWCD connectivity to vital Clackamas County applications that are vital to their daily operations.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber agreement with the Clackamas Soil and Water Conservation District. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Clackamas Soil and Water Conservation District
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Clackamas Soil and Water Conservation District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for

installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; and test and certify appropriate Fiber performance at each Customer location. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 90 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. Annual Payments

County shall provide an invoice for twelve months of service (July 1 through

June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. **Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. **Confidentiality**

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. **Content Control and Privacy**

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the

Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER

OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state, county, and city laws, ordinances, and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's

written notice to the other party.

- b. Pursuant to Section 20 of this Agreement, either the County or the Customer may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall 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 is of the same nature as that waived.
- c. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- d. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

[Name or Title of Individual]
Clackamas Soil and Water Conservation District
[Address]
[City and Zip Code]
[Fax Number]

with a copy to

[Name or Title of Individual]
Clackamas Soil and Water Conservation District
[Address]
[City and Zip Code]
[Fax Number]

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County’s performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

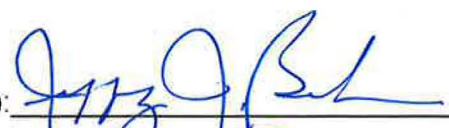
Name: _____

Title: _____

Date: _____

Customer

Clackamas Soil and Water Conservation District
(Customer Name)

By (signature):  _____

Name (print): Jeffrey J. Becker

Title: Board Chair

Date: June 18, 2019

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Clackamas SWCD 22055 S Beaver creek Rd Beaver creek, OR 97004	Clackamas Education Service District (North Route) 13455 SE 97th Ave. Clackamas, Oregon 97015	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Clackamas SWCD 22055 S Beaver creek Rd Beaver creek, OR 97004	Clackamas Education Service District (North Route) 13455 SE 97th Ave. Clackamas, Oregon 97015	Construction	\$11,300.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

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APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

Remainder of this page intentionally left blank.

APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

Remainder of this page intentionally left blank.



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

July 25, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for a Service Level Agreement with Harmony Academy

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval for a Service Level Agreement (SLA) with the Harmony Academy for the lease of dark fiber.
Dollar Amount and Fiscal Impact	Harmony Academy will pay a non-recurring fee of \$7,136.00 for the new fiber construction. Harmony Academy will pay a recurring lease fee of \$3,060.00 annually for the new connection.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Harmony Academy.
Duration	Effective upon signature by the board the SLA is a one year contract that automatically renews for an additional year if neither party requests a cancelation of service.
Previous Board Action	Board has previously approved similar SLA's with Water Environmental Services (WES).
Strategic Plan Alignment	<ol style="list-style-type: none">1. Build a strong infrastructure.2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

CBX is requesting a new SLA with the Harmony Academy for the lease of dark fiber. The new fiber connection will allow the Harmony Academy connectivity to vital Clackamas Educational Services District applications that are vital to their daily operations.

RECOMMENDATION:

Staff respectfully recommends approval to enter into this new fiber agreement with the Harmony Academy. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

This Service Level Agreement has been reviewed and approved by County Counsel.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County

FIBER OPTIC SERVICE LEVEL AGREEMENT

Harmony Academy

(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to St John the Apostle Catholic Church (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.
- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall

provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.

- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 30 days' notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. **Payment Options**

a. **Annual Payments**

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

8. **Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. **Confidentiality**

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR

INCONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation or Change in Law

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services

121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

Sharon Dursi Martin
Harmony Academy
2507 Christie Dr
Marylhurst, OR 97036
sharon@harmonyacademyrhs.org
(541) 543-4043
with a copy to

[Name or Title of Individual]
[Customer]
[Address]
[City and Zip Code]
[Fax Number]

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Debt Limitations

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

25. No Attorney Fees

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

26. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of

this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

27. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

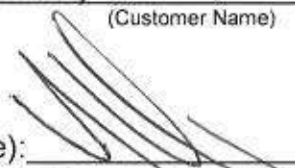
Name: _____

Title: _____

Date: _____

Customer

Harmony Academy _____
(Customer Name)

By (signature):  _____

Name (print): Sharon Dursi Martin

Title: Principal / Director

Date: 7/17/19

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Harmony Academy 2507 Christie Dr Marylhurst, OR 97036	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Clackamas Education Service District 13455 SE 97th Ave. Clackamas, Oregon 97015	Harmony Academy 2507 Christie Dr Marylhurst, OR 97036	Construction	\$7,136.00

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

Remainder of this page intentionally left blank.

APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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