

AGENDA

Thursday March 2, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-11

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation of the Dee Lewitz Community Commitment Award to Citizen Evan King (John Foote, District Attorney and Bill Stewart)

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

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

A. Health, Housing & Human Services

1. Approval of Professional, Technical, and Consultant Agreement with Alfred Soto, MD to Serve as Medical Director for the Behavioral Health Division – *Behavioral Health*
2. Approval of an Intergovernmental Agreement with the City of Lake Oswego Police Department for Crisis Assessment and Diversion Services – *Behavioral Health*
3. Approval of Sub-recipient Agreement Amendment No. 1 with the Friends of the Canby Adult Center to Provide Social Services for Clackamas County Residents – *Social Services*
4. Approval of an Intergovernmental Sub-recipient Agreement, Amendment No. 1 with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
5. Approval of Amendment No. 1 to the Intergovernmental Sub-recipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Social Services for Clackamas County Residents – *Social Services*

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

C. Disaster Management

1. Approval of Memorandum of Agreement with the Oregon Trail School District for Emergency/Disaster Related Use of School District Facilities

IV. DEVELOPMENT AGENCY

1. Approval of an Agreement with PNV Restaurants, Inc. for the Clackamas Regional Center Property Enhancement Program

V. WATER ENVIRONMENT SERVICES

(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)

1. Approval of Amendment No. 2 to an Intergovernmental Agreement between Clackamas County Service District No. 1 and Metro for the Rock Creek Confluence Restoration-Natural Areas Bond Measure Capital Grant Award
2. Approval of a Grant Agreement between Clackamas County Service District No. 1 and Oregon Watershed Enhancement Board for the Mt. Scott Creek Oak Bluff Restoration Project

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



John S. Foote, District Attorney for Clackamas County

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

March 2, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Recognition of Evan King for the 2016 Dee Lewitz Community Commitment Award

Purpose/ Outcomes	The Dee Lewitz Community Commitment Award was created in 2015 to recognize a community member who has demonstrated outstanding and sustained commitment to making Clackamas County a stronger and safer community by improving the quality of life in our county.
Dollar Amount and Fiscal Impact	None.
Duration	For the year 2016 the award will be given to Evan King, Social Worker, at Rowe Middle School.
Contact Person	Bob Willson, Administrative Analyst 2 – District Attorney’s Office, 503-650-3011

BACKGROUND:

The Dee Lewitz Community Commitment Award was created in 2015 and the first recipient was Dee Lewitz. For 2016, the Clackamas County District Attorney’s Office has chosen Evan King to receive the award. Evan has made Clackamas County a safer and stronger community through her efforts as a social worker at Rowe Middle School. Specifically, Evan has led or had a critical role in...

- The Rowe Community Collaboration group that serves to bring individuals, non-profits, communities of faith, service clubs and other government partners together to work collaboratively to improve the well-being of Rowe students and families. The partners include the Oregon Food Bank, Central City Concern, the Milwaukie Ledding Library, GracePointe Church, Clackamas County Behavior Health, NW Family Services, Chartwells, Clackamas Service Center, Clackamas and Milwaukie Rotary Clubs and various Clackamas County Departments.
- The Rowe Food for Success program that provides food for at-risk kids that supports learning and making the school a safer environment in three ways:
 - An afternoon snack program that serves 600 kids every school day;
 - The establishment of a share table at lunch and breakfast; and
 - A meal account for those kids who have no available funds for lunch.
- Parental involvement efforts at Rowe including Madres de Corazon (Mothers of Heart) and Parent Teacher Association to meet the needs of at-risk kids and families. Evan brings community resources to these efforts to enhance their work to involve parents in the school community.
- Connecting at-risk kids and families to mental health resources at Rowe.
- The Attendance Court program at Rowe which seeks to help kids and families improve school attendance, be successful academically, and stay on track to graduate.

Respectfully submitted,

John S. Foote
District Attorney

March 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Professional, Technical, and Consultant Agreement with Alfred Soto, MD
to serve as Medical Director for the Behavioral Health Division

Purpose/Outcomes	Provides medical director services to the Behavioral Health Division for oversight of care of residents of Clackamas County.
Dollar Amount and Fiscal Impact	The maximum value is \$268,000 over two years.
Funding Source	Oregon Health Authority. No County General Funds are involved.
Duration	Effective January 1, 2017 and terminates on December 31, 2018
Previous Board Action	No previous board action
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director, Behavioral Health Division – 503-722-5305
Contract No.	8081

Background

The Behavioral Health Division of the Health, Housing & Human Services Department (H3S) requests the approval of Professional, Technical, and Consultant Agreement with Alfred Soto, MD, assigned as Medical Director for the care of Clackamas County residents receiving services from the Behavioral Health Division. Dr. Soto will provide consultation to the Behavioral Health Program on system development and implementation regarding the further development and monitoring of the local and regional system of care for both serious and persistent mentally ill adults and seriously emotionally disturbed children, youth and their families. Additionally, Dr. Soto provides consultation to program staff regarding procedures, denials and appeals for treatment services, and leveraging community resources.

This contract is effective January 1, 2017 through December 31, 2018 with a maximum expenditure of \$268,000. Dr. Soto was awarded the contract through a regional request for proposal (RFP) shared with Washington County in 2015. County Counsel reviewed and approved this contract on February 16, 2017. This is a renewal of the original agreement with a move to a 2 year agreement. In addition, the hourly rate is consistent with the rate the contractor receives from Washington County as negotiated through the RFP process in 2015 as the contractor has to purchase his own insurance.

This contract is retroactive due to unexpected staff shortfalls in Behavioral Health.

Recommendation

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Service

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

PROFESSIONAL, TECHNICAL, AND CONSULTANT SERVICES AGREEMENT

AGREEMENT # 8081

This Professional, Technical, and Consultant Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and Alfredo Soto, MD hereinafter called "CONTRACTOR"

AGREEMENT

1.0 Engagement

COUNTY hereby engages CONTRACTOR to act as **Medical Director** for the Behavioral Health Division as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

2.0 Term

Services provided under the terms of this agreement shall commence **January 1, 2017** and shall terminate **December 31, 2018** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Person Doing The Work	Rate
Alfredo Soto, MD	\$180 per hour

**This name must appear on invoices in order to receive payment and must match the name filed with the IRS Tax ID number.*

Total payment to CONTRACTOR shall not exceed **\$268,000.00**.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit **itemized invoices by the 10th day of the month following the month services** were performed. CONTRACTOR may use the invoice template provided in Attachment 1. The invoice shall include the contract # **8081** dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

Clackamas County Behavioral Health Division
Attn: Accounts Payable
2051 Kaen Road, 154
Oregon City, Oregon 97045

Or electronically to:

BHAP@co.clackamas.or.us

When submitting electronically, designate CONTRACTOR name and agreement # **8081** in the subject of the e-mail.

Within thirty (30) days after receipt of the bill, provided COUNTY has approved the service specified on the invoice, COUNTY shall pay the amount requested to CONTRACTOR.

3.3 Withholding of Agreement Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein. CONTRACTOR must, throughout the duration of this agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this agreement. Further, any violation of CONTRACTOR'S warranty, in this agreement that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this agreement. Any violation shall entitle COUNTY to terminate this agreement, to pursue and recover any and all damages that arise from the breach and the termination of this agreement, and to pursue any or all of the remedies available under this agreement, at law, or in equity, including but not limited to:

- i. Termination of this agreement, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to COUNTY'S setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this agreement, including but not limited to direct,

indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

4.4. Tax Laws. The CONTRACTOR represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this agreement, has faithfully complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY Not required by COUNTY

CONTRACTOR shall obtain, at CONTRACTOR'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

Alfredo Soto, MD

Professional, Technical and Consultant Agreement # 8081

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primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute it.

5.2.2 Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles, or CONTRACTOR shall obtain at CONTRACTOR'S expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY

Not required by COUNTY

CONTRACTOR agrees to furnish 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 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.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this agreement for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the agreement completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this agreement.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

5.2.6 Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.

5.2.7 Insurance Carrier Rating. Coverages provided by CONTRACTOR 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.

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's 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.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.2.11 Waiver of Subrogation. CONTRACTOR agrees to waive their rights of subrogation arising from the work performed under this agreement.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personal jurisdiction of said courts.

5.4 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 CONTRACTOR and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 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.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional 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 is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- i. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- ii. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- iii. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- iv. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, agreement or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

5.10 Ownership of Work Product. All work products of CONTRACTOR which result from this agreement are the exclusive property of COUNTY.

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of agreement) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY 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 agreement 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 agreement or are no longer eligible for the funding authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
- d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- e. If CONTRACTOR 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 COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:
Alfredo Soto, MD
64 Touchstone
Lake Oswego, OR 97035

If to COUNTY:
Clackamas County Behavioral Health Division
2051 Kaen Road, # 154
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Performance Standards
Attachment 1	Invoice Sample

SIGNATURE PAGE

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

ALFREDO SOTO, MD

By: Alfredo Soto MD

2/18/17
Date

3051 Kensington Ct
Street Address

West Linn, OR 97068
City / State / Zip

503 548-7363
Phone

Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Recording Secretary

Date

Approved to Form:

Kathleen J. Rastetter
County Counsel

2/16/17
Date

March 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the City of Lake Oswego, Police Department for Crisis Assessment and Diversion Services when Involved with the Police

Purpose/Outcomes	Provides crisis assessment and diversion services to citizens experiencing mental health crises when involved with the police.
Dollar Amount and Fiscal Impact	Annual revenue \$ \$6,852.05
Funding Source	This is a revenue agreement. No County General Funds are involved.
Duration	Effective October 1, 2016 until terminated by mutual agreement of the parties.
Previous Board Action	NA
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division, 503-742-5305
Contract No.	8001

BACKGROUND:

The Behavioral Health Division (BHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the City of Lake Oswego, Police Department for Crisis Assessment and Diversion Services. This contract provides the basis for a cooperative relationship for the purpose is to implement the parties' desire to partner in the delivery of behavioral health crisis assessment and diversion services to citizens experiencing mental health crises when involved with the police.

Since 2010, the Clackamas County Behavioral Health Division (BHD) Safety Net Services Program has been collaborating with the Clackamas County Sheriff's Office (CCSO) to provide direct, community-based support to citizens with mental illness and co-occurring substance use disorders who come in contact with patrol deputies. This collaborative program is called The Behavioral Health Unit (BHU), and was the first law enforcement embedded clinical team in the tri-county area. Multnomah and Washington counties have since developed their own similar models of behavioral health and law enforcement collaboration.

This contract is effective October 1, 2016 until terminated by mutual agreement of the parties. Annual revenue of \$6,852.05. This contract was reviewed by County Counsel on November 2, 2016.

This contract is retroactive due to unexpected staff shortfalls.

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 Department

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Clackamas.us/h3s

INTERGOVERNMENTAL AGREEMENT
8001
BEHAVIORAL HEALTH SERVICES

**BETWEEN THE CITY OF LAKE OSWEGO, THROUGH ITS POLICE DEPARTMENT,
AND CLACKAMAS COUNTY, THROUGH ITS HEALTH, HOUSING AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION**

- I. **Purpose.** This Agreement ("Agreement") provides the basis for a cooperative relationship between the City of Lake Oswego, acting through its Police Department ("LE AGENCY") and Clackamas County, acting through its Health, Housing and Human Services, Behavioral Health Division ("BHD").

The purpose of this Agreement is to implement the parties' desire to partner in the delivery of behavioral health crisis assessment and diversion services to citizens experiencing mental health crises when involved with the LE AGENCY.

- II. **Provisions.** BHD and LE AGENCY agree to jointly oversee the LE AGENCY Behavioral Health Unit (BHU), comprised of Mental Health Specialists, Case Managers and Peer Specialist staff assigned through the BHD Crisis Services to work with the LE AGENCY Patrol Division and provide crisis assessment, diversion intervention, case management, support and referral services to citizens in need who are identified through the LE AGENCY as frequently accessing LE services due to mental illness.

BHD will be responsible for the compensation, professional standards and general conduct of the Mental Health Specialists, Case Management and Peer Specialist staff, who will remain employees of BHD under BHD's supervision and control. LE AGENCY will provide the training that LE AGENCY determines is necessary to enable BHD staff to safely work with LE AGENCY staff while in the field.

- III. **BHD/BHU Functions.** The primary functions of the BHD/BHU staff under this Agreement are to:

1. Engage with county residents with perceived mental illness and link them to appropriate resources, in order to divert them from incarceration, hospitalization, or unnecessary reliance on LE AGENCY resources; and
2. Enhance LE AGENCY staff skills by providing formal and informal training and education through participation in Critical Incident Training ("CIT"), and in-person consultation.

IV. **Roles.**

1. LE AGENCY staff will generate referrals for BHD/BHU follow-up. If either BHU or LE AGENCY perceives risk to the follow up, the LE AGENCY will provide an officer to accompany BHU staff on the follow-up visit.
2. BHD/BHU staff will have assigned County vehicles in which they are authorized to transport county residents provided that the transport is voluntary and the individual is in behavioral control.

3. BHD/BHU staff will not be expected to physically participate in what LE AGENCY determines to be an unsecured scene, however, they may be asked to be available telephonically or via radio to consult with LE AGENCY staff in live negotiation situations.
4. Occasionally BHD/BHU staff may be requested to assist with the assessment of a Peace Officer or Director's Designee Custody assessment in the field. The BHD/BHU staff cannot accept custody from LE AGENCY staff and cannot provide involuntary transportation.
5. On rare occasions the BHD/BHU staff may have the ability to accompany the allegedly mentally ill person and the LE AGENCY staff to the hospital to communicate the clinical information to the hospital staff, but will not be expected to provide this service with any frequency.
6. BHD/BHU staff will not be expected to leave an intervention to attend to another intervention prior to completing their first assignment.
7. BHD/BHU current shifts are as follows: Staff 1: Monday through Friday, 8:30 a.m. - 5:00 p.m.; Staff 2: Sunday through Wednesday, 9:00 a.m. - 6:30 p.m.; Staff 3: Wednesday through Saturday, 10:00 a.m. - 7:30 p.m. As the team is expanded, the shift times will be mutually agreed to by BHD/BHU and the LE AGENCY.
8. Outside of BHD/BHU covered shifts, in the event of a mental health crisis, LE AGENCY will have access to 24/7 Crisis Support by calling 503-655-8585. Determination will be made with the 24/7 Crisis Support and on-call supervisor if mobile crisis response is needed. LE AGENCY will provide an officer to accompany BHU staff.

V. Communication.

1. BHU staff will attend LE AGENCY roll call shifts as scheduling permits.
2. LE AGENCY will appoint a liaison to help BHD/BHU staff navigate LE AGENCY, address the needs of their working conditions and successfully perform their duties while working with LE AGENCY.
3. The BHD/BHU staff will be responding to requests from multiple LE Agencies. In the event of conflicting time-sensitive requests, the LE Agencies will negotiate with each other the priority of requests and will communicate the decision to the BHD/BHU staff.
4. LE AGENCY, Clackamas County Sheriff's Office ("CCSO") and BHD supervisory staff will meet periodically to address concerns and systems issues. Additional meetings may be scheduled if needed as determined by LE AGENCY or BHD.

VI. Training. LE AGENCY will attempt to train all LE AGENCY's patrol officers through CCSO's semi-annual CIT program, which includes a three-year certification on Mental Health First Aid.

LE AGENCY will participate with CCSO in the development of an Advanced CIT training for select regional LE AGENCY staff, with the goal of developing a regional CIT response team. The advanced CIT training will include, at a minimum, ASIST (Applied Suicide Intervention Skills Training) and Psychological First Aid.

- VII. **Compensation – Attachment A.** In the first year of this Agreement, or as otherwise determined by mutual agreement, the LE AGENCY will provide a percentage reimbursement to the BHD using the following formula, as detailed on the attached Exhibit A, as its contribution to the expansion of the Behavioral Health Unit, which includes an additional mental health clinician to be added to the three-person team.

The compensation detailed in Exhibit A is calculated based upon each city's total population as a percentage of County population

By September 1, 2017, and by September 1st of each year thereafter, BHD will provide a statement to LE AGENCY showing LE AGENCY's percentage reimbursement for the following year of the Agreement (October 1 to September 30), using the above formula. LE AGENCY by October 1, 2017, and by October 1 of each year thereafter, shall either pay BHD the stated percentage reimbursement or may, at LE AGENCY's discretion, terminate LE AGENCY's this Agreement effective immediately.

The current cost-sharing agreement is prorated with BHD subsidizing most of the current cost. It is the goal of the parties to collaborate on identifying a cost model that creates a sustainable program. Any change in the cost model will require the mutual agreement of the parties.

All LE Agencies currently operating in Clackamas County will be encouraged to participate as this allows for greater cost sharing across all participants.

- VIII. **Liaison Responsibility.** The BHD Crisis Services Manager or designee will act as liaison to LE AGENCY. The LE AGENCY Patrol Captain or designee will act as liaison to BHD.
- IX. **Confidentiality.** Unless otherwise permitted by law, parties agree that the LE AGENCY, its agents and employees shall maintain the confidentiality of any participant records or other participant identifying information, written or otherwise, with which they may come in contact, to the extent required by all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency. In addition, parties acknowledge the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, and agree that the party, its agents and employees will comply with any applicable requirements of HIPAA and state law related to the confidentiality of participant records or other participant identifying information.
- X. **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 the Clackamas County Health, Housing and Human Services Department Director and the Lake Oswego Chief of Police, or by their authorized designees.
- XI. **Term of Agreement.** This Agreement is effective October 1, 2016, until terminated by mutual agreement of the parties, or as provided elsewhere in this Agreement.
- XII. **Termination.** In addition to the termination provisions in Section IV and VIII above, this Agreement may be terminated or suspended by either party upon the material non-compliance by the other party with any of its obligations under this Agreement. Termination shall be effected by written notice from one party to the other, and shall be effective immediately upon notice, or at a later date specified in the notice.
This Agreement may also be terminated at the discretion of either party upon 30 days' written notice to the other party.

XIII. Indemnification. Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, including reasonable attorney's fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in connection with the performance of this Agreement.

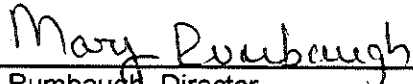
**CITY OF LAKE OSWEGO, an Oregon
municipal corporation**



Don Johnson, Police Chief

DATE: 10/20/16, 2016

**CLACKAMAS COUNTY BEHAVIORAL
HEALTH**



Mary Rumbaugh, Director

DATE: 2/16/17, 2016

**CLACKAMAS BOARD OF COUNTY
COMMISSIONERS, HEALTH, HOUSING &
HUMAN SERVICES DEPARTMENT**

Richard Swift, Director

DATE: _____, 2016

March 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Agreement Amendment #1 with the Friends of the Canby Adult Center
to provide Social Services for Clackamas County Residents

Purpose/Outcomes	Amendment No. 1 to the Subrecipient Agreement with the Friends of the Canby Adult Center to provide social services to Clackamas County residents age 60 and over. These services enable residents to remain engaged in their community
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$13,678 for a revised contract maximum of \$155,254. The contract is funded through the Social Services Division Program agreement with the Oregon Department of Human Services.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	None
Strategic Plan Alignment	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.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7676

Background

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 17-002, Amendment #1 with the Friends of the Canby Adult Center. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming, adds additional Ride Connection transportation funding and LIHEAP funding.

This amendment increases the agreement amount by \$13,678; for an amended agreement maximum of \$155,254. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2016 and continues through June 30, 2017.

Recommendation

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health Housing & Human Services

Subrecipient Amendment (FY 16-17)
Health, Housing and Human Services Department

Subrecipient Agreement Number: 17-002

Board Order Number:

Department/Division: H3S/SSD

Amendment No. 1

Subrecipient:

The Friends of the Canby Adult Center

Amendment Requested By:

Stefanie Reid-Danielson,
ADS Contracts Coordinator

Changes: Scope of Service

Contract Budget

Contract Time

Other:

Justification for Amendment:

This agreement provides for resources to be used 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.

This amendment adds to the maximum compensation. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming and adds additional Ride Connection transportation funding and LIEAP funding.

Maximum compensation is increased by \$13,678 to a revised value of \$155,234. This Amendment #1, when signed by The Friends of the Canby Adult Center ("SUBRECIPIENT") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2016 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

The Friends of the Canby Adult Center

Subrecipient Grant Agreement #17-002, Amendment #1

Page 1 of 5

I. AMEND: AGREEMENT

1. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$141,576**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$114,968** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,243** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds.** The COUNTY's funding of **\$20,102** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation and **\$163** for Low Income Energy Assistance application assistance outlined in this Agreement issued to the County by HEAT Oregon, an Oregon nonprofit corporation.

TO READ:

1. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$155,254**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$125,288** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,243** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. **Other Funds.** The COUNTY's funding of **\$23,441** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation and **\$182** for Low Income Energy Assistance application assistance outlined in this Agreement issued to the County by HEAT Oregon, an Oregon nonprofit corporation.

Amend:

CANBY ADULT CENTER
Fiscal Year 2016-17

	LIEAP Funds	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Ride Conn STF Funds	TriMet STF Funds	MEDICAID Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate
Federal Award Numbers	N/A	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	N/A	93.044	93.045	93.045	93.043		93.053	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(16)	(17)
Case Management		\$2,480				\$276							107.25 hrs	\$2,756	\$23.12/hr
Reassurance		\$1,810				\$201							87	\$2,011	\$20.86
Info. & Assistance		\$2,262				\$252							167	\$2,514	\$13.58
Public Outreach		\$350				\$39							7	\$389	\$50.00
Transportation - OAA		\$5,315				\$591						\$842	1,684	\$6,748	\$3.16
PHYSICAL ACTIVITY/ FALLS PREVENTION					\$763	\$0		\$4,100					97	Classes \$4,863	\$50.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS					\$663	\$0							17	\$663	\$39.00
Trans - Ride Con. Out of Dist						\$0			\$15,767			\$985	1,971	\$16,752	\$8.00
Non Medical T19 Transportation						\$0				\$1,386	\$2,949		319	\$4,335	\$13.58
Ride Connection Vehicle Maintenance						\$256.75			\$2,243.25				N/A	\$2,500	N/A
OAA Meal Site Management			\$15,134	\$25,116		\$4,476							35,000	\$44,726	\$1.15
Food Service - OAA & NSIP			\$14,410	\$23,915		\$4,262	\$22,750					\$33,600	35,000	\$98,937	\$1.06
LIEAP Intakes	\$163					\$0							25	\$163	\$6.50
TOTALS	\$163	\$12,217	\$29,544	\$49,031	\$1,426	\$10,353	\$22,750	\$4,100	\$18,010	\$1,386	\$2,949	\$35,427		\$187,356	

Source of OAA Match - Staff time

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

Contracted Amount: \$141,576

Federal Award Totals 117,211

To Read:

CANBY ADULT CENTER
Fiscal Year 2016-17

	LIEAP Funds	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Required Match	NSIP Funds	State Funds	Ride Conn STF Funds	TriMet STF Funds	MEDICAID Funds	Program Income	NO. OF UNITS	TOTAL COST	Reimbursement Rate	
Federal Award Numbers	N/A	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A	
CFDA Number	N/A	93.044	93.045	93.045	93.043		93.053	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A	
Service Category	(1)	(2)	(3)	(4)	(5)	(7)	(8)	(9)	(10)	(13)	(14)	(15)	(16)	(16)	(17)	
Case Management		\$2,480				\$276							107.25 hrs	\$2,756	\$23.12/hr	
Reassurance		\$1,810				\$201							87	\$2,011	\$20.86	
Info. & Assistance		\$2,262				\$252							167	\$2,514	\$13.58	
Public Outreach		\$350				\$39							7	\$389	\$50.00	
Transportation - OAA		\$5,315				\$591						\$842	1,684	\$6,748	\$3.16	
PHYSICAL ACTIVITY/ FALLS PREVENTION					\$1,426	\$0		\$4,100					74	Classes	\$5,526	\$74.67
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS					\$0	\$0							17	\$0	\$0.00	
Trans - Ride Con. Out of Dist						\$0			\$19,106			\$1,194	2,388	\$20,300	\$8.00	
Non Medical T19 Transportation						\$0				\$1,280	\$3,055		310	\$4,335	\$13.98	
Ride Connection Vehicle Maintenance						\$256.75			\$2,243.25				N/A	\$2,500	N/A	
OAA Meal Site Management			\$16,561	\$27,484		\$4,898							38,300	\$48,943	\$1.15	
Food Service - OAA & NSIP			\$15,769	\$26,170		\$4,664	\$25,661					\$36,768	38,300	\$109,031	\$1.08	
LIEAP Intakes	\$182					\$0							28	\$182	\$6.50	
TOTALS	\$182	\$12,217	\$32,330	\$53,654	\$1,426	\$11,177	\$25,661	\$4,100	\$21,349	\$1,280	\$3,055	\$38,804		\$205,234		

Source of OAA Match - Staff time

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

Contracted Amount: \$155,254

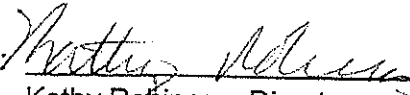
Federal Award Totals 127,531

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule
TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

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

SUBRECIPIENT

The Friends of the Canby Adult Center

By: 
Kathy Robinson, Director
Canby Adult Center

2/14/17
Dated

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services
Department

Dated

Recording Secretary

Dated

March 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #1 with
City of Gladstone/Gladstone Senior Center to Provide Social Services for
Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the City of Gladstone.
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$3,385 for a revised contract maximum of \$48,034. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, and Ride Connection pass-through TriMet funds - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	062316-A4
Strategic Plan Alignment	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.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7683

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Amendment #1 to the Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons living in Gladstone. The services provided include congregate and home delivered meals, 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.

This amendment adds \$3,385 to the maximum compensation for a new total of \$48,034. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming and adds additional Ride Connection transportation funding.

This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2016 and continues through June 30, 2017.

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 Dept.

Subrecipient Amendment (FY 16-17)
Health, Housing and Human Services Department

<u>Subrecipient Agreement Number: 17-005</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S/SSD</u>	<u>Amendment No. 1</u>
<u>Subrecipient: City of Gladstone – Gladstone Senior Center</u>	<u>Amendment Requested By: Stefanie Reid-Danielson, ADS Contracts Coordinator</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input type="checkbox"/> Contract Time	<input checked="" type="checkbox"/> Contract Budget <input type="checkbox"/> Other:

Justification for Amendment:

This agreement provides for resources to be used 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.

This amendment adds to the maximum compensation. It is a budget adjustment that redistributes the nutrition program funding, adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming and adds additional Ride Connection transportation funding.

Maximum compensation is increased by \$3,385 to a revised value of \$48,034. This Amendment #1, when signed by City of Gladstone – Gladstone Senior Center ("SUBRECIPIENT") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated **July 1, 2016** as may be amended ("agreement") and continues through **June 30, 2017**;

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

I. AMEND: Exhibit 1, PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

2. DESCRIPTION OF SERVICES

- a. **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:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **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
- c. **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.

- d. **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.
- e. **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. Gladstone Senior Center Transportation Consortium Goals:
- (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
- ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
- (1) 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. SUBRECIPIENT 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. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.
 - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:
One person, one-way ride: \$14.00 per ride
 - (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
 - (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.
- iii. SUBRECIPIENT will be responsible for:
- (1) 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.

- (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
- (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
- (4) 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.

- f. **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 Canby community to enhance visibility and encourage participation. One unit is one meal served.
- g. **PHYSICAL ACTIVITY AND FALLS PREVENTION:** The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.
- h. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS:** The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.

TO READ: All the above with the correction to f and the addition of i:

- f. **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 Gladstone community to enhance visibility and encourage participation. One unit is one meal served.
- i. **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.**

II. AMEND: AGREEMENT

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$44,649**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$16,369** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,243** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., and Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$14,456** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation and **\$8,581** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$48,034**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$18,254** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,244** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., and Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$14,669** for transportation services outlined in this Agreement are from are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The COUNTY's funding of **\$3,000** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging; Special Program Allocation and **\$9,867** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

CITY OF GLADSTONE - SENIOR CENTER
Fiscal Year 2016-17

City of Gladstone - Gladstone Senior Center
Subrecipient Grant Agreement #17-005, Amendment #1
Page 6 of 8

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Other State Funds	Required Match	NSIP Funds	MEDICAID Funds	Ride Con. Funds	STF Funds OR-65-012	Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAIRT3PH		N/A	16AAORNSIP	N/A	N/A					
CFDA Number	93.044	93.045	93.045	93.043			93.053			20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Case Management	2,825					314						179 hrs	3,139	\$34.33
Reassurance	2,911					324						77	3,235	\$37.72
Information & Assist.	3,322					369						190	3,691	\$17.44
Transportation - OAA	4,538					505					1,175	1,567	6,218	\$2.90
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)				723	3,000	0						74 Classes	3,723	\$50.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				642		0						16	642	\$40.00
Trans - Ride Con In Dist						0			10,800		1,080	1,440	11,880	\$7.50
Ride Conn. - Vehicle Maint.						256.75				2,244	0	N/A	2,501	N/A
Medicaid Transp. non-medical						0		1,237		2,419		250	3,656	\$14.62
OAA Meal Site Mgmt		1,078	2,882			440					8,640	9,000	13,040	\$1.08
Medicaid Meals			(1,767)			(196)	(785)	9,540			(960)	1,000	5,832	\$6.03
TOTALS	\$13,596	\$1,078	\$1,115	\$1,365	\$3,000	\$2,012	(\$785)	\$10,777	\$10,800	\$4,663	\$9,935		\$57,556	

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

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 44,649

Federal Award Total \$ 18,613

CITY OF GLADSTONE - SENIOR CENTER
Fiscal Year 2016-17

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	Other State Funds	Required Match	NSIP Funds	MEDICAID Funds	Ride Con. Funds	STF Funds	Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAIRT3PH		N/A	16AAORNSIP	N/A	N/A	OR-65-012				
CFDA Number	93.044	93.045	93.045	93.043			93.053			20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Case Management	2,661					296						179 hrs	2,957	\$34.33
Reassurance	2,911					324						77	3,235	\$37.72
Information & Assist.	3,322					369						190	3,691	\$17.44
Transportation - OAA	4,288					477					1,175	1,567	5,940	\$2.74
Community Outreach	500					56						10	556	\$50.00
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)				1,365	3,000	0						58 Classes	4,365	\$75.26
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				0		0								
Trans - Ride Con In Dist						0			11,169		1,117	0	0	\$40.00
Ride Conn. - Vehicle Maint.						256.75				2,244	0	1,489	12,286	\$7.50
Medicaid Transp. non-medical						0		1,045		2,455		N/A	2,501	N/A
OAA Meal Site Mgmt		3,148	3,255			712					9,216	250	3,500	\$14.00
Medicaid Meals			(2,293)			(255)	(903)	10,971			(1,104)	9,600	16,331	\$1.29
TOTALS	\$13,682	\$3,148	\$962	\$1,365	\$3,000	\$2,235	(\$903)	\$12,016	\$11,169	\$4,699	\$10,404	1,150	6,416	\$5.80
													\$61,777	

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

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 48,034

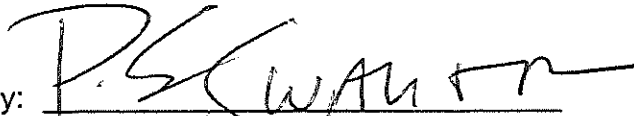
Federal Award Total \$ 20,498

III. AMEND: Exhibit 6 – Budget and Units of Services, Page 6 - Unit Cost Schedule
TO READ: Exhibit 6 – Budget and Units of Services, Page 7 – Unit Cost Schedule

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

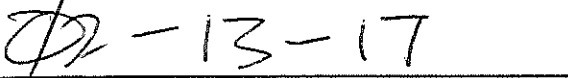
SUBRECIPIENT

City of Gladstone – Gladstone Senior Center

By: 

Eric Swanson, City Administrator

City of Gladstone – Gladstone Senior Center



Dated

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humbertson

Commissioner: Paul Savas

Commissioner: Martha Schrader

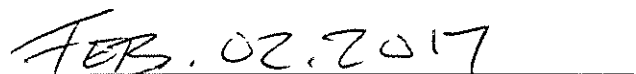
Signing on Behalf of the Board:

Approved as to Content:


Colin Black, Center Manager
Gladstone Senior Center

Richard Swift, Director
Health, Housing and Human Services Dept.

Dated


Date

Recording Secretary

Dated

March 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment#1 to the Intergovernmental Subrecipient Agreement
with the City of Wilsonville/Wilsonville Community Center to provide
Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville community.
Dollar Amount and Fiscal Impact	The maximum contract value is increased by \$1,638 for a revised contract maximum of \$56,935. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, State Unit on Aging.
Funding Source	The Older American Act (OAA) and State Special Program Allocation funds - no County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	062316-A8
Strategic Plan Alignment	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.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7688

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons living within the Wilsonville Community Center's service area. The services provided include congregate and home delivered meals, 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.

This amendment adds \$1,638 to the maximum compensation for a new total of \$56,935. It is a budget adjustment that redistributes the nutrition program funding and adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming.

This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective upon execution, retroactive to July 1, 2016 and continues through June 30, 2017.

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 and Human Services Dept.

Subrecipient Amendment (FY 16-17)
Health, Housing and Human Services Department

<u>Subrecipient Agreement Number: 17-008</u>	<u>Board Order Number:</u>
<u>Department/Division: H3S/SSD</u>	<u>Amendment No. 1</u>
<u>Subrecipient: City of Wilsonville - Wilsonville Community Center</u>	<u>Amendment Requested By: Stefanie Reid-Danielson, ADS Contracts Coordinator</u>
Changes: <input type="checkbox"/> Scope of Service <input type="checkbox"/> Contract Time	<input checked="" type="checkbox"/> Contract Budget <input type="checkbox"/> Other:

Justification for Amendment:

This agreement provides for resources to be used 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.

This amendment adds to the maximum compensation. It is a budget adjustment that redistributes the nutrition program funding and adjusts funds for approved evidence-based Physical Activity/Falls Prevention programming.

Maximum compensation is increased by \$1,638 to a revised value of \$56,935. This Amendment #1, when signed by City of Wilsonville by and for its Wilsonville Community Center ("SUBRECIPIENT") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2016 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the COUNTY and SUBRECIPIENT hereby agree that the Agreement is amended as follows:

I. AMEND: AGREEMENT

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$55,297**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
- a. **Grant Funds.** The COUNTY's funding of **\$51,197** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
- b. **Other Funds.** The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$56,935**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
- c. **Grant Funds.** The COUNTY's funding of **\$52,835** in grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging. **Other Funds.** The COUNTY's funding of **\$4,100** for Physical Activity/Falls Prevention outlined in this Agreement are from the State of Oregon, Department of Human Services, State Unit on Aging.

II. AMEND: Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

Amend:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2016-17

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	NSIP Funds	OAA Match	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORNSIP						
CFDA Number	93.044	93.045	93.045	93.043	93.053	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	\$2,106					234			73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894					211			67	\$2,105	\$28.33
Info. & Assistance	\$1,460					162			65	\$1,622	\$22.46
Transportation	\$5,371					597			1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$723		0	4,100		96 Classes	\$4,823	\$50.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				\$628		0			16	\$628	\$40.00
OAA/NSIP Food Service		\$8,719	\$5,996		\$8,775	970		\$12,960	13,500	\$37,420	\$1.30
OAA Meal Site Mngt.		\$9,199	\$6,326			1,023			13,500	\$16,548	\$0.68
TOTALS	\$10,831	\$17,917	\$12,323	\$1,351	\$8,775	\$3,197	\$4,100	\$12,960		\$71,454	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: 55,297

Federal Award Total \$ 51,197

To Read:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2016-17

City of Wilsonville - Wilsonville Community Center
Subrecipient Grant Agreement #17-008, Amendment #1
Page 4 of 5

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	NSIP Funds	OAA Match	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH	16AAORNSIP						
CFDA Number	93.044	93.045	93.045	93.043	93.053	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	\$2,106					234			73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894					211			67	\$2,105	\$28.33
Info. & Assistance	\$1,460					162			65	\$1,622	\$22.46
Transportation	\$5,371					597			1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$1,351		0	4,100		64 Classes	\$5,451	\$50.00
PREVENTIVE SCREENING, COUNSELING, AND REFERRALS				\$640		0			16	\$640	\$40.00
OAA/NSIP Food Service		\$8,880	\$6,107		\$9,213	1,667		\$13,200	13,750	\$39,067	\$1.32
OAA Meal Site Mngt.		\$9,369	\$6,444			1,758			13,750	\$17,571	\$0.68
TOTALS	\$10,831	\$18,249	\$12,551	\$1,991	\$9,213	\$4,629	\$4,100	\$13,200		\$74,764	

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: 56,935

Federal Award Total \$ 52,835

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

SUBRECIPIENT

City of Wilsonville

By: 

Bryan Cosgrove, City Manager

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humbertson

Commissioner: Paul Savas


Commissioner: Martha Schrader

Dated

Signing on Behalf of the Board:

Approved as to Content:

Richard Swift, Director
Health, Housing and Human Services
Department



Brian Stevenson,
Interim Recreation Program Manager
Wilsonville Community Center

Dated

2/15/17

Date

Recording Secretary

Dated

DRAFT

Approval of Previous Business Meeting Minutes:
February 9, 2017

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, February 9, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

PRESENT: Commissioner Jim Bernard, Chair
Commissioner Ken Humberston
Commissioner Paul Savas
Commissioner Martha Schrader – *via Facetime*
Commissioner Sonya Fischer - *following formal appointment (item II. 1)*
Housing Authority Commissioner Paul Reynolds

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

The Board will recess as the Board of County Commissioners and convened as the Housing Authority of Clackamas County for the first item.

Chair Bernard introduced Paul Reynolds, Housing Authority Commissioner, then asked the Clerk to read the Housing Authority consent agenda by title, he then asked for a motion.

I. HOUSING AUTHORITY CONSENT AGENDA

1. Contract Approval of Amendment Number two (2) to the Financial Consulting Service Contract with David Paul Rosen & Associates, DRA

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Reynolds: Aye.
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

The Board adjourned as the Housing Authority of Clackamas County and re-convene as the Board of County Commissioners for the remainder of the meeting.

II. PRESENTATION

1. Appointment of Clackamas County Commissioner Position 5 to Sonya Fischer (BCC)
~Board Discussion~

Chair Bernard asked for a motion.

MOTION:

Commissioner Schrader: I move we appoint Sonya Fischer to the Clackamas County Commission.
Commissioner Humberston: Second.
~Board Discussion~
all those in favor/opposed:
Commissioner Humberston: Aye.
Commissioner Savas: Aye.
Commissioner Schrader: Aye.
Chair Bernard: Aye – the Ayes have it, the motion carries 4-0.
Chair Bernard asked the Clerk to the Board to swear-in Sonya Fisher.
Commissioner Fischer took her place at the dais for the remainder of the meeting.

2. Clackamas County Dog Services Adoption Story

Mike Bezner, Dept. of Transportation & Development and Sarah Holcombe, Dog Services presented the staff report along with a PowerPoint regarding highlighting a successful adoption at the Clackamas County Dog Shelter.

~Board Discussion~

III. CITIZEN COMMUNICATION

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

1. Alice Richmond, West Linn – wanted to thank Chair Bernard for meeting with her last week.
2. Grover Bornefeld, Jennings Lodge – regarding the importance of citizen participation and involvement
3. Les Poole, Gladstone – misc. items including: goal 14, the Stafford Remand, Damascus, flaws at Metro and in Salem.

IV. PUBLIC HEARING

1. **Board Order No. 2017-05** Calling for an Election of the Question of Formation of a Molalla Aquatic District

Chris Storey, County Counsel and Ken Martin, Boundary Change Consultant presented the staff report.

~Board Discussion~

Chair Bernard opened the public hearing and stated there are several folks signed up to speak.

1. Ronald Gray, Aurora – stated the amount, 29 cents per thousand, is too much is it also includes price of admission to the pool.
2. Paula Beck, Molalla – spoke in support of the board order.
3. Lucy Allison, Purdey, Molalla – spoke in support.
4. Neal Lucht, Molalla – spoke in support.

Chair Bernard closed the public hearing and asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order calling for an election of the question of formation of a Molalla Aquatic District.
Commissioner Savas: Second.

~Board Discussion~

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0-1.

Commissioner Fischer abstained from this motion.

Chris Storey explained the next steps for this issue.

V. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the consent agenda.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Humberston: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Fischer: Abstain.

Chair Bernard: Aye – the Ayes have it, the motion carries 4-0-1.

A. Health, Housing & Human Services

1. Approval of Intergovernmental Agreement #148991, Amendment No. 3 with The State of Oregon Department of Human Services, Aging and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over – *Social Services*

B. Department of Transportation & Development

1. **Board Order No. 2017-06** to Correct the Johnson Creek Boulevard Centerline Description and Exhibit Map

C. Business & Community Services

1. Approval of the Contract with CR Fabrication, LTD for the Hebb Park Dock Replacement Project, Phase 2 - *Procurement*

D. Elected Officials

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

VI. COUNTY ADMINISTRATOR UPDATE

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

VII. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:09 AM

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



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF DISASTER MANAGEMENT
COMMUNICATIONS AND EMERGENCY OPERATIONS CENTER
2200 KAEN ROAD OREGON CITY, OR 97045

March 2, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Memorandum of Agreement between Clackamas County and the Oregon Trail School District for emergency/disaster related use of school district facilities

Purpose/Outcomes	This Memorandum of Agreement (MOA) allows Clackamas County to use two schools for certain post-emergency/disaster purposes such as points of distribution, community sheltering and other emergency response and coordination efforts.
Dollar Amount and Fiscal Impact	The MOA has no monetary value. The County agrees to pay for expenses to ensure facilities are returned to their pre-use condition, as well as any facility-related expenses incurred during the time the County is making use of the facility. The County is only responsible for expenses that are additional expenses incurred by the school district.
Funding Source	None
Duration	February 1, 2017 until terminated by either party.
Previous Board Action	The Board approved a previous version of the agreement on December 2, 2010.
Strategic Plan Alignment	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
Contact Person	Nancy Bush, Director, 503-655-8665
Contract No.	None

BACKGROUND:

In December 2010, the Board approved an agreement between Clackamas County and three school districts allowing the County to use school facilities as points of dispensing sites for pharmaceuticals and commodities needed by county residents after a major emergency or disaster. Public Health and Disaster Management partnered to update the agreement to include points of dispensing as well as other disaster-related uses such as sheltering.

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the Memorandum of Understanding between Clackamas County and the Oregon Trail School District.

Respectfully submitted,

Nancy Bush, Director

MEMORANDUM OF AGREEMENT

between the

Oregon Trail School District

and

Clackamas County

This Memorandum of Agreement (this “Agreement”) is entered into this 1st day of February 2017, by and between the Oregon Trail School District, hereinafter referred to as Partner, and Clackamas County, hereinafter referred to as County.

WHEREAS, Clackamas County is the Local Public Health Authority under ORS 431.375 for all cities and unincorporated areas within its borders; and

WHEREAS, the County is authorized by ORS chapter 401 to establish procedures to prepare for and carry out any activity to prevent, minimize, respond to or recover from an emergency; and

WHEREAS, the County and Partner desire to establish a relationship of cooperation in the event of a natural or human-caused public health or other emergency in Clackamas County where mass care, vaccination, medication, commodity (e.g., food, water) distribution centers and/or other activities become necessary for emergency activities; and

WHEREAS, the Partner has public facilities that can accommodate mass care, vaccination, medication, and/or commodity distribution, and other activities, in the event of a public health and/or other related regional emergency; and

WHEREAS, the County and Partner desire to define communication plans if a public health or related regional emergency occurs;

NOW, THEREFORE, in consideration of the mutual obligations as described in this Agreement, the parties understand that:

RESPONSIBILITIES OF THE PARTNER: In the event of a natural or human-caused public health or other emergency:

- A. The Partner shall provide use of requested buildings and related facilities (“facilities”) for the following purposes, unless the Partner notifies the County that its facility is not available:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Point of distribution (vaccines, medication, commodities (e.g. food, water)) | <input checked="" type="checkbox"/> Landing zones |
| <input checked="" type="checkbox"/> Sheltering for community members | <input checked="" type="checkbox"/> Community reception / reunification / assistance centers |
| <input type="checkbox"/> Sheltering for small animals | <input checked="" type="checkbox"/> Children disaster services |
| <input type="checkbox"/> Sheltering for large animals | <input checked="" type="checkbox"/> Community meetings |
| <input type="checkbox"/> Long-term housing trailers | <input checked="" type="checkbox"/> General emergency response/coordination |

- B. The Partner shall vacate such facilities, or portions thereof, as mutually agreed upon dates and times are established by the parties.
- C. The Partner shall make personnel available, at Partner's expense, to allow parties to jointly inspect the premises prior to County's use of the facility.
- D. The Partner shall make personnel available, at County's expense, to address facility-related issues that may occur during the time the County is making use of Partner facilities. The County will only be responsible for expenses that are additional expenses incurred by the Partner.
- E. The Partner shall identify and maintain a current contact list for the following applicable facility-related contacts, which is attached hereto as Attachment A:
 - a) Security systems;
 - b) Electrical systems;
 - c) Refrigeration systems;
 - d) Heating and cooling; and
 - e) Facilities Management.

2. RESPONSIBILITIES OF THE COUNTY: In the event of a natural or human-caused public health or other emergency:

- A. The County, through County Disaster Management, will notify the Partner in the event facilities are required. When emergency events allow, County shall provide notice to Partner prior to requested use period.
- B. The County, at the County's sole expense, will assure that Partner facilities, or portions thereof, are cleaned, including removal of any and all debris related to public health activities for the emergency event, and by removal of all bio-hazard materials that are a result of the emergency event.
- C. The County will not make any changes or modifications to the facilities without prior approval from the Partner in writing.
- D. The County will notify the Partner as soon as practicable when Partner facilities, or portions thereof, have been cleared and are available for re-occupancy by the Partner.

3. HAZARDOUS MATERIALS

The County shall remove from the premises, at the County's sole expense, any and all hazardous material brought upon, used, or released into the environment in conjunction with the County's use of the Partner's facilities.

4. INDEMNIFICATION

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 – 30.300) and the Oregon Constitution, Article XI, Section 10, the County agrees to defend, indemnify and hold the Partner harmless from any loss, damage, injury, claim, or demand arising from its activities in

connection with this Agreement, including, but not limited to, the storage or release of hazardous materials. The Partner shall not be liable for any loss, damage, injury, claim or demand arising from the negligent or intentional acts of the County, or its officers, elected officials, agents, or employees, conducted under the terms of this Agreement.

5. PRICE AND PAYMENT TERMS:

- A. The County shall not be required to provide any remuneration for use of the Partner's facilities, except as outlined above and including, but not limited to, any additional expenses incurred by the Partner to support the County's use of the facilities in accord with this Agreement, such as for utilities or support personnel for operation of the facility. This Agreement does not create any Partner status or fiduciary relationship between the parties, or their employees, officers, agents or successors.
- B. Each party to this Agreement shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third parties that may reasonably result from performance of its lawful functions. This Agreement shall not be construed as seeking to enlarge any obligation or duty owed by either party to third parties or to increase the liability of any party beyond that which is imposed by law.

5. CONTACT INFORMATION

Unless specified otherwise, for purposes of this Agreement the following persons will serve as the official points of contact for each party:

Clackamas County Disaster Management
Sarah Eckman
Administrative Services Manager
2200 Kaen Road
Oregon City, OR 97045
(503) 655-8378
sarahste@clackamas.us

Oregon Trail School District
Tim Belanger
Business Director
PO Box 547
Sandy, OR 97055
503-668-5541
tim.belanger@ortrail.k12.or.us

6. EFFECTIVE DATE AND TERMINATION

This Agreement shall commence on the date first above stated and shall continue until terminated by either party as set forth in the section. Either party may terminate this Agreement by submitting written notice thirty (30) days prior to termination.

(Signature Page Follows)

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT BETWEEN CLACKAMAS
COUNTY AND OREGON TRAIL SCHOOL DISTRICT FOR USE OF SANDY HIGH
SCHOOL AND WELCHES GRADE SCHOOL FACILITY

CLACKAMAS COUNTY
BOARD OF COUNTY COMMISSIONERS

OREGON TRAIL SCHOOL DISTRICT

Jim Bernard, Chair

By: Aaron Bayer
Title: Superintendent

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

County Counsel



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

March 2, 2017

Development Agency Board
Clackamas County

Members of the Board:

**Approval of Agreement with PNV Restaurants, Inc. for the
Clackamas Regional Center Property Enhancement Program**

Purpose/Outcomes	Agreement with PNV Restaurants, Inc. for the Clackamas Regional Center Property Enhancement Program for maintenance of the improvements for a period of ten years.
Dollar Amount and Fiscal Impact	Reimbursement of \$50,000 for costs related to Property Improvements
Funding Source	Clackamas County Development Agency – Clackamas Town Center Urban Renewal District. No General Fund resources are allocated to this program.
Duration	Ten years from date of Agreement execution.
Previous Board Action	Clackamas Town Center Urban Renewal District Work Program was accepted on April 11, 2013, which included the Property Enhancement Program.
Strategic Plan Alignment	Build a Strong Infrastructure Ensure safe, healthy and secure communities
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322

BACKGROUND: The Development Agency began the Clackamas Regional Center Property Enhancement Program in January of 2015. The Program's purpose is to help ensure the long-term positive image and support the economic health of the area. The Program will reimburse participating business owners up to 75%, with a maximum of \$50,000 for construction costs associated with eligible improvements. Before reimbursement, the Participant must enter into an Agreement to maintain the improvements for a period of ten years.

PNV Restaurants has completed their improvements to the Wendy's Restaurant location at 11607 SE 82nd Avenue in Happy Valley, which consisted of a renovation to the interior and exterior of the building. A new roof was installed, electrical, plumbing and HVAC systems were updated, and a new storefront design was constructed. Per terms of the Agreement, they have requested reimbursement for costs associated with improvements to the building exterior.

County Counsel has reviewed and approved this item.

RECOMMENDATION: Staff recommends the Board approve and authorize the Chair to sign the Clackamas Regional Center Property Enhancement Program Agreement with PNV Restaurants, Inc.

Respectfully submitted,

David Queener, Program Supervisor
Clackamas County Development Agency

Return to:
Clackamas County Development Agency
Development Services Building
150 Beaver Creek Road
Oregon City, OR 97045

Tax Statements shall be sent to:
No Change

**CLACKAMAS REGIONAL CENTER PROPERTY
ENHANCEMENT PROGRAM AGREEMENT**

This Agreement (“Agreement”) is entered into on this ____ day of _____, 20____ (“Effective Date”), by and between PNV Restaurants, Inc. (“Participant”) and the Clackamas County Development Agency (“Agency”), the Urban Renewal Agency of Clackamas County, a corporate body politic.

RECITALS

WHEREAS the Clackamas Regional Center Property Enhancement Program (the “Program”) is an incentive-based program designed to encourage eligible property owners to improve the appearance of the property and adjacent streetscapes; and

WHEREAS, the Clackamas Regional Center is a major hub for residential and business communities in unincorporated Clackamas County, and the Clackamas County Development Agency is seeking opportunities to partner with the business community through the Program; and

WHEREAS, the Participant has entered into a letter of commitment with the Agency dated _____, 20____ (the “Letter of Commitment”) which sets forth the Participant’s commitment to improve the appearance of the property, and the Agency’s commitment to fund a portion of the work described herein. The letter of commitment is on file with the Agency and is incorporated herein by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Agency and Participant hereby agree as follows:

1. The Agency and Participant agree to fulfill their respective obligations set forth in the

Letter of Commitment and Participant agrees that all work performed to construct, maintain, and repair the building and site improvements, which are described in the attached Exhibit B (collectively, the "Improvements"), must conform with standards of good workmanship consistent with practices in the community and all applicable federal, state and county building codes.

2. Except with the prior consent of Agency or as otherwise expressly provided herein, Participant must not in any way alter, remodel, replace or damage any of the site or building improvements, nor may Participant perform any acts which would adversely affect the appearance of the building or site. The restrictions described above include, but shall not be limited to:
 - (a) Any painting of the Improvements of the building; however, Agency shall be deemed to have consented to any repainting of the Improvements using the quality and color of paint presently existing if prior notice was given to Agency, and Agency shall not unreasonably refuse to consent to any proposed painting which is in keeping with the character of the building.
 - (b) Any sandblasting or other destructive or damaging cleaning of any of the Improvements.
 - (c) Any repairs, renovation, rehabilitation, reconstruction, alterations, expansion or demolition which would adversely affect the appearance or the integrity of the Improvements.
 - (d) Regardless of the provisions of this paragraph 2, Participant shall be authorized to reconstruct, repair or refinish the Improvements of the building without the prior written consent of the Agency in the event of damage due to casualty loss, deterioration, or wear and tear, so long as such reconstruction, repair or refinishing by Participant uses in-kind materials and workmanship and restores the Improvements to the character and condition provided for in this Agreement. However, Participant may make no alterations or changes to the appearance of the Improvements without obtaining the prior written consent of Agency.
3. Participant agrees to maintain the building and site Improvements in good condition and in no event permit it to deteriorate beyond its present condition.
4. Participant shall not devote the Property to uses inconsistent with applicable laws, rules, and regulations of any governmental agency having jurisdiction.
5. The written consent of Agency, as required in paragraph 2 above, may be requested by

Participant by submitting a reasonably detailed written proposal to the then current Manager of the Clackamas County Development Agency. If the proposal is not accepted or rejected within thirty (30) days of its submission, Participant may proceed with the proposed alteration.

- (a) If Participant reasonably believes that an emergency exists and the written proposal specifically states that an emergency exists, the period for reply shall be forty-eight (48) hours. If the emergency threatens to damage any portion of the building any action necessary to prevent such damage may be taken without first obtaining written consent if notice is immediately given to Agency that the work is being performed.
 - (b) The final product of all work performed pursuant to an emergency must be consistent with the provisions of Section 2.
6. If the property is destroyed by fire or other casualty to the extent of seventy percent (70%) of the value of all improvements to the property, and reconstruction using a majority of its salvaged Improvements is not practicable, then the rights granted to Agency by this Agreement shall extinguish, and this Agreement shall be of no further affect. If the property is not so damaged, or if the damage was caused by the willful or negligent acts of the Participant, the Participant must proceed to restore and rehabilitate the building and site improvements to a condition which is as close as reasonably possible to its condition prior to the casualty after obtaining Agency's approval of the restoration and rehabilitation plans.
7. The term of this Agreement shall be for a period of ten (10) years from the date hereof. This Agreement shall be binding upon Participant and any successors to Participant's interest in the property, but Participant shall have no personal liability arising out of any acts or events occurring after any transfer or conveyance of Participant's interest in the building and the land on which it stands, provided that the Participant is not in default of the terms of this Agreement at the time of the transfer. Participant may convey its interest in the building if notice is given to Agency prior to, or at the same time as, the conveyance.
8. In the event that Participant violates or threatens to violate any of the terms of this Agreement, County shall have the following rights which shall be cumulative:
 - (a) To obtain a temporary or permanent injunction restraining Participant from committing a violation, ordering Participant to comply with the terms of this Agreement or requiring the Participant to restore the building to the condition required by this Agreement;

(b) To receive damages from Participant to reimburse Agency for the grant of funds made by Agency related to the Improvements; and

(c) Any other rights afforded by law.

9. Participant agrees to pay all taxes of any kind imposed upon the property including Agency's interest in the Agreement.

10. Any notice required or permitted to be given under the terms of this Agreement must be either hand delivered or sent by certified mail to Participant or Agency at their respective addresses as follows:

AGENCY:

Clackamas County Development Agency
Attn: Manager,
150 Beaver Creek Road
Oregon City, OR 97045

PARTICIPANT:

PNV Restaurants, Inc.
290 SE Avondale Way
Gresham, OR 97080

or at such other address designated in writing by Participant or Agency from time to time. Except as expressly provided herein to the contrary, any such notice shall be deemed effective when actually received by the addressee or two (2) business days from the date of mailing, whichever first occurs.

11. Participant shall be in exclusive control of the property that is the subject of this Agreement, and Agency shall not in any event whatsoever be liable for any injury or damage to any property or to any person on, in, or about the property. Participant agrees to indemnify and defend Agency and its elected officials, officers, employees and agents from, and reimburse Agency for any cost (including but not limited to attorney's fees), claim, loss, or liability suffered directly or from a third-party claim arising out of or related to Participant's ownership, operation, or use of the building and the Site Improvements, including defects in construction of the Improvements, latent or otherwise. No inspection of, or inspection report on, the building and site improvements by Agency shall be construed as a determination by the Agency that the building and site improvements are in safe condition, habitable, or fit for any particular purpose.

12. By making this Agreement, Agency is not obligating itself or any other agency with respect to any discretionary action relating to the property, including governmental agency approvals, which are or may be required.

13. Participant agrees that for the term of this Agreement Agency shall have the right, during

regular business hours, and upon reasonable prior notice, to access the property for the purpose of monitoring the course of construction and the subsequent use, maintenance, and repair of the Improvements.

14. The parties agree that this Agreement may be recorded in the records of Clackamas County.

15. All of the covenants, agreements and restrictions contained herein, whether affirmative or negative, shall run with the land and shall be binding upon the Participant and its assigns, and each successor in interest to the Property or any portion thereof, and be in favor of the Agency, regardless of whether the Agency owns or holds any interest in real property adjacent to the Property.

DATED this ____ day of _____, _____.

PARTICIPANT:

By: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__ by _____
as the _____ of _____.

Notary Public for Oregon
My Commission Expires: _____

The foregoing Agreement is hereby acknowledged and accepted by the Clackamas County Development Agency this ___ day of _____, _____.

**CLACKAMAS COUNTY
DEVELOPMENT AGENCY**

By: _____
Jim Bernard, Chair

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20__ by _____
as the _____ of _____.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
IMPROVEMENTS

Order No. 05-000154

EXHIBIT "A"
Legal Description

Part of the Southeast one-quarter of Section 32, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at the one-quarter corner on the East line of said Section 32; thence South along the East line of said section, 526 feet, more or less, to an intersection with the Easterly extension of the South line of a tract described in Deed to Sam Olds, recorded March 6, 1967, in Book 689, Page 596, Deed Records; thence West along said Easterly extension, 30 feet to the Southwest corner of said Olds tract and the true place of beginning; thence West along the South line of said Olds tract, 195 feet; thence North parallel with the East line of said Section 32, a distance of 205 feet; thence East parallel with the South line of said Olds tract, 195 feet to the East line of said Olds tract; thence South along said East line, 205 feet to the place of beginning.



EXHIBIT "B" - IMPROVEMENTS

STATE OF Washington
 COUNTY OF _____

PROJECT PAYMENT # 2

THE AFFIANT, Todd M. Johnson, being first duly sworn on oath deposes and says that

he/she is the Owner of Ziva Enterprises Inc.

in contract with (Complete with the Franchisee's legal entity used in the Contract) for the construction work on the following described premises in said county to wit: Wendys Hamburgers 11607 NE 82nd ave Happy Valley Oregon

THAT for the purposes of said contract, the following persons have been contracted with, and have, or are about to furnish and prepare materials for, and have done or are doing labor on said premises. That there is due and to become due them, respectively, the amount set opposite their names for materials and/or labor as stated. That this statement is made to said owner for the purposes of procuring from said owner partial payment on said contract, and is a full, true, and complete statement of all such persons, and of the amounts paid, due, and to become due them.

Name and Address	Contract For	Contract Amount	Extras	Amount Including Extras	Total Previous Payments	Amount of This Request	Less 10% Retention	Amount of This Payment	Balance Due
Ziva Enterprises Inc.									
1402 Lake taps Flwy. SE Ste. 104-III	General Contracting	\$ 180,422	\$ -	\$ 180,422	\$ 129,904	\$ 50,518	\$ -	\$ 50,518	\$ -
Evergreen Sheet metal PO Box 2338 Lynwood WA 98038	Sheet metal	\$ 8,300	\$ -	\$ 8,300	\$ -	\$ 8,300	\$ -	\$ 8,300	\$ -
Capital glass 3018 Pacific Ave SE Olympia WA 98501	Storefront/curtain wall	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ 9,000	\$ -	\$ 9,000	\$ -
Henderson Packer CO 1885 Leonard Ave. Columbus Ohio	Specialty Items	\$ 5,600	\$ -	\$ 5,600	\$ 5,040	\$ 560	\$ -	\$ 560	\$ -
SE Masonry PO Box 3014 Battle ground WA 98004	Masonry	\$ 3,500	\$ -	\$ 3,500	\$ 3,150	\$ 350	\$ -	\$ 350	\$ -
United electrical contractors PO Box 829 Battle Ground WA 98004	Electrical	\$ 39,000	\$ -	\$ 39,000	\$ 23,400	\$ 15,600	\$ -	\$ 15,600	\$ -
	New roof	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
John E. Jennings 2425 SW 17th PL Beaverton Oregon 97008	Wall Paper	\$ 2,200	\$ -	\$ 2,200	\$ -	\$ 2,200	\$ -	\$ 2,200	\$ -
Crew R Construction PO BOX 3302 Pasco Washington 99302	EFIS	\$ 8,400	\$ -	\$ 8,400	\$ -	\$ 8,400	\$ -	\$ 8,400	\$ -
Precision Excavating and Demolition 99338	Demo	\$ 20,000	\$ -	\$ 20,000	\$ 18,000	\$ 2,000	\$ -	\$ 2,000	\$ -
Metra Air 11447 120th Ave NE, Kirkland Washington	HVAC	\$ 6,450	\$ -	\$ 6,450	\$ -	\$ 6,450	\$ -	\$ 6,450	\$ -
Eagle plumbing	Plumbing	\$ 14,333	\$ -	\$ 14,333	\$ 9,000	\$ 5,333	\$ -	\$ 5,333	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Northwest acoustical ceilings PO BOX 358 Graham, WA 98838	Acoustical Ceilings	\$ 6,700	\$ -	\$ 6,700	\$ -	\$ 6,700	\$ -	\$ 6,700	\$ -
Five Star Contracting	Tile	\$ 18,000	\$ -	\$ 18,000	\$ 9,900	\$ 8,100	\$ -	\$ 8,100	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
change order #01-2016	CO #01-2016	\$ 20,664	\$ -	\$ 20,664	\$ 20,664	\$ -	\$ -	\$ 20,664	\$ -

Change Order Clarification #1	CO Clarification #1	\$ 14,606	\$ 14,606	\$ 14,606	\$ -	\$ 14,606	\$ -		
1402 Lake taps Pkwy. SE									
1402 Lake taps Pkwy. SE			\$ -		\$ -	\$ -	\$ -		
1402 Lake taps Pkwy. SE									
1402 Lake taps Pkwy. SE			\$ -		\$ -	\$ -	\$ -		
1402 Lake taps Pkwy. SE									
1402 Lake taps Pkwy. SE			\$ -		\$ -	\$ -	\$ -		
TOTALS		\$ 357,174	\$ -	\$ 357,174	\$ 198,394	\$ 158,781	\$ -	\$ 158,781	\$ -
Amount of Original Contract	\$	357,174			Amount of This Request	\$	158,781		
Extras to Contract	\$	-	Attach Change Orders		Less 10% Retained	\$	-		
Total Contract and Extras	\$	357,174			Net Amount Earned	\$	158,781		
Credits to Contract			Attach Change Orders		Amount Previously Paid	\$	198,394		
Net Amount of Contract	\$	357,174			Total Paid & Earned	\$	357,175		
					Balance Due	\$	-		

Signed

[Handwritten Signature]

Printed Name Todd M. Johnson

Title owner

Subscribed and sworn to me this 15th day of Sept., 2016

[Handwritten Signature]

my commission expires March 29 2020

DEVIN L. KEOGH
 Notary Public
 State of Washington
 My Appointment Expires Mar 29, 2020



Gregory L. Geist
Director

March 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to an Intergovernmental Agreement between
Clackamas County Service District No. 1 and Metro
for the Rock Creek Confluence Restoration-Natural Areas Bond Measure Capital Grant Award

Purpose/Outcomes	Approve Amendment No. 2 to extend the expiration date of grant award through December 2017. This amendment includes reimbursement to CCSD#1 for already-budgeted activities, allowing us to do more with our funds.
Dollar Amount and Fiscal Impact	There is no change in dollar amount. Contract maximum value is \$137,547.32.
Funding Source	Metro Nature in Neighborhoods Capital Grant program and CCSD#1 Watershed Protection funds. No General Funds are impacted.
Duration	Amendment extends termination date to December 31, 2017.
Previous Board Action/Review	Approval to apply for the grant provided by Board on January 29, 2013. Grant agreement signed 07182013 IX. 12. Amendment 1 approved 062316 V. 1.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Project restores natural resources to support healthy streams. 2. Project promotes and invests in our natural resources. Project also creates jobs for contractors, contributing to growing a vibrant economy and improves water quality, contributing to healthy communities.
Contact Person	Ron Wierenga, Water Environment Services, X4581

BACKGROUND:

The Rock Creek Confluence Restoration Project enhances the resiliency of a major Clackamas River tributary. Rock Creek supports salmon and steelhead populations in an urbanizing area. Pending development in the upper watershed (East Happy Valley expansion area) may impact Rock Creek via increases in stormwater runoff and associated pollutant loads. This site is also a key study site for hands-on outdoor science education through WES' Watershed Health Education Program.

The Board of County Commissioners (BCC) approved the WES application for the Metro grant on January 29, 2013 and approved an IGA for the grant on July 27, 2013. The original grant award was for \$209,000 with a 2:1 match requirement. WES and its partner, the Clackamas River Basin Council, completed the project as outlined in the agreement under budget. The BCC then approved Amendment 1 on June 23, 2016 to allow an extension from Metro to complete additional activities using some of the remaining funds, and reduce the total grant award by the surplus amount so that Metro could reallocate them. The new activities included vegetation establishment,

construction of a shelter for student use, conducting a community outreach event (Discover Rock Creek), and design and fabrication of interpretive signs. The new activities were not able to be completed within that timeframe; WES therefore requested an extension from Metro to complete these activities and make use of the funds.

This amendment will:

1. Extend the grant expiration date to December 31, 2017.

There is no change to the scope or budget.

This grant agreement amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, approve Amendment No. 2 to the Intergovernmental Agreement between Clackamas County Service District No. 1 and Metro for the Rock Creek Confluence Restoration-Natural Areas Bond Measure Capital Grant Award.

Respectfully submitted,

Greg Geist, Director
Water Environment Services



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

Amendment

AMENDMENT NO. 02

CONTRACT NO. 932110

This Amendment hereby amends the above titled contract between Metro, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and Clackamas County Service District No. 1, hereinafter referred to as "Grant Recipient."

This amendment is a change order to the original Scope of Work as follows:

The contract expiration date is extended from December 31, 2016 to December 31, 2017 for the purpose of completing the project.

Contractor shall ensure that the current Certificate of Insurance on file with Metro covers this time extension.

To request reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
Attn: Oriana Quackenbush
600 NE Grand Ave.
Portland, OR 97232-2736

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

GRANT RECIPIENT

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____



Gregory L. Geist
Director

March 2, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement between
Clackamas County Service District No. 1 and Oregon Watershed Enhancement Board for
the Mt Scott Creek Oak Bluff Restoration Project

Purpose/Outcomes	Approval to authorize WES Director to accept a grant from the Oregon Watershed Enhancement Board (OWEB) to partially fund the Mt. Scott Creek Oak Bluff Restoration Project. Grant application was submitted by North Clackamas Urban Watersheds Council and offered to CCSD#1.
Dollar Amount and Fiscal Impact	The OWEB grant will provide \$131,940 for the construction phase of the project. CCSD#1 has also received \$175,228 in funding from a Metro Nature in Neighborhoods grant and allocated partial funding from the CCSD#1 Watershed Protection Program Capital budget for the project. Total project value is approximately \$530,000 (includes value of staff time and volunteer time).
Funding Source	Oregon Watershed Enhancement Board Restoration Grant – \$131,940 Metro Nature in Neighborhoods Capital Grant-\$175,228 CCSD#1 Watershed Protection Program Capital budget – approx \$160,000 There is no impact to the County General Fund.
Duration	Grant agreement will expire December 31, 2018
Previous Board Action/Review	The Board previously accepted the Metro Nature in Neighborhoods Capital Grant on Feb 11, 2016.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Project restores natural resources to support healthy streams. 2. Project promotes and invests in our natural resources. Project also creates jobs for contractors, contributing to growing a vibrant economy and improves water quality, contributing to healthy communities.
Contact Person	Ron Wierenga, Water Environment Services, X4581

BACKGROUND:

The North Clackamas Urban Watersheds Council (NCUWC) applied for and successfully obtained an OWEB Restoration Grant with assistance from CCSD#1 staff. The District is the lead and will manage the project. The source of the grant is state funding. With BCC approval, the WES director will sign the OWEB restoration grant agreement.

The purpose of the project is to improve the resiliency of Mt. Scott Creek from SE 82nd Ave. to I-205, consistent with the Watershed Protection Program’s goal to minimize the impacts of development on water resources and the Kellogg-Mt Scott Creek Watershed Action Plan. This project is designated as a high priority in the watershed action plan and helps WES to meet state

and federal permit requirements. The project area consists of a stream corridor over approximately 3,000 linear feet of stream, as well as adjacent wetland areas. The project will provide increased flood storage in the floodplain, reduce erosion, improve water quality and create healthy riparian and upland habitats.

The project will occur in a commercial area on several parcels of land, two of which are owned by CCSD#1. The other parcels are owned by private landowners and surrounding businesses who have indicated support for the project and verbally agreed to grant easements at this time. The landowners are Costco, Scotleaseco, BRE Timberwolf LLC, and US Bank Trustee. Surrounding businesses include Precision Castparts, Providence Health & Services and State of Oregon DAS. Work will include engineering design, permitting, construction, negotiating easements with businesses, hands-on science education for nearby Clackamas Web Academy and partnership with the North Clackamas Urban Watersheds Council.

This grant agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, approve a Grant Agreement between Clackamas County Service District No. 1 and the Oregon Watershed Enhancement Board for the Mt Scott Creek Oak Bluff Restoration Project and provide approval to authorize the WES Director to sign the OWEB Grant Agreement.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

OREGON WATERSHED ENHANCEMENT BOARD RESTORATION GRANT AGREEMENT

Grantee: Clackamas County Service District
No. 1

Grant Number: 216-3030-12390

Grant Name: Mt. Scott Creek Oak Bluff Reach Restoration

Award Amount: \$131,940.00

Project Completion Date: 12/31/2018

Award Date: 4/26/2016

Post-Implementation Status Reporting Period: 5 years (See Exhibit D)

Post-Implementation Status Reporting Schedule: Three reports due in years 1, 3, and 5 following approval date of the Project Completion Report (PCR).

Grantee

Clackamas County Service
District No. 1
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97045
Phone: 503-742-4567
Fax: 503-742-4599
Email: GGeist@clackamas.us
Contact: Gregory Geist

Project Manager for the Grantee

Gail Shaloum
Clackamas County Water Environment
Services
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97045
Phone: 503-742-4597
Fax: 503-742-4597
Email: gshaloum@clackamas.us

Payee

Carla Atwood
Clackamas County Water
Environment Services
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97045
Phone: 503-742-4588
Fax: 503-742-4599
Email: CarlaAtw@clackamas.us

Project Manager for the Board

Liz Redon
Oregon Watershed Enhancement Board
775 Summer St. NE, Ste. 360
Salem, OR 97301-1290
Phone: 503-986-0028
Fax: 503-986-0199
Email: liz.redon@state.or.us

Fund Source:

This grant includes \$131,940.00 of either Oregon Lottery funds or another state fund source and must comply with the requirements defined in Article XV, section 4b(2) of the Oregon Constitution.

This Grant Agreement is between the Oregon Watershed Enhancement Board, hereafter called "Board," and the Grantee as identified above, in consideration of the mutual covenants contained herein. This Agreement consists of the following, in descending order of precedence: modifications to this Agreement contained in Exhibit B, if applicable, this Agreement less all exhibits attached, Exhibits H (Grant Application selected for funding by the Board), B (Conditions of Agreement), A (Schedule for Release of Funds), C (Project Completion Report Requirements), D (Post-Implementation Status Report Requirements), E (Permits and Licenses), F (Cooperative/Landowner Agreement(s)), and G (Oregon Prevailing Wage Rate Law).

A. Authorization

This grant is authorized by ORS 541.890 to 541.958, as amended by Oregon Laws 2011, chapter 643, and is subject to Oregon Administrative Rules 695-001-0000 to 695-050-0050, as such rules may periodically be amended by the Board.

B. Grant Award

The Grantee agrees to perform the Project described in the grant application (Exhibit H) and as specified in this Agreement. The Board will disburse Grant Funds in accordance with Exhibit A (Schedule for Release of Funds).

The Grantee agrees that funds provided by the Board will be used only for the Project.

“Payee” designated on page one (1) of this Agreement means the person or entity designated by Grantee to administer grant payments under this Agreement.

C. Term of Agreement

Unless otherwise specified in Exhibit B, upon signature by all parties, this Agreement is effective as of the Award Date specified on page one (1) of this Agreement, and expires on the Project Completion Date specified on page one (1) of this Agreement.

D. Funding Conditions

The Board’s obligation to disburse funds to Grantee under this Agreement is subject to the Board having received, on the date of each disbursement, sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to make each disbursement. Nothing in this Agreement entitles Grantee to receive payment under this Agreement from any part of Oregon state government other than the Board, and nothing in this Agreement is to be construed as permitting any violation of Article IX, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

As a condition for the disbursement of any Board funds, the Grantee agrees to do the following:

1. Obtain Necessary Permits and Licenses

Submit to the Board’s Project Manager, before release of any Board funds for the Project components requiring permits or licenses, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, copies of all permits and licenses from local, state or federal agencies or governing bodies that have been obtained, or written evidence acceptable to the Board that permits and licenses are not needed (see Exhibit E, Permits and Licenses) as required by ORS 541.932(10).

This statute gives OWEB discretion in releasing funds for portions of projects that do not require a permit or license. In considering whether to release funds for portions of on-the-ground restoration activities that do not require permits or licenses, OWEB will consider whether the activities provide ecological benefit consistent with the project objectives, and are not dependent on the portion of the project for which a permit or license has yet to be issued. OWEB also has the discretion to condition its release of funds based on specific circumstances of a project. Grantee should review Exhibit B Conditions of Agreement for any related conditions with respect to permitting, licensing and fund release.

2. Obtain Signed Landowner Agreements

Unless otherwise specified in Exhibit B, the Board will not release any payments under this Agreement until Grantee has submitted to the Board’s Project Manager copies of signed Cooperative/Landowner Agreements for each Project site. Such Cooperative/Landowner Agreements shall at a minimum contain the agreements and certification outlined in Exhibit F.

3. Comply With Implementation Conditions

(a) Submit to the Board’s Project Manager, before release of any Board funds, documentation that non-Board match of at least 25% of the total amount of funding from the Board has been secured as required by OAR 695-005-0060(3), unless otherwise specified in Exhibit B, Conditions of Agreement.

- (b) Comply with the applicable Oregon Aquatic Habitat Restoration Guidelines under the Oregon Plan for Salmon and Watersheds.

See <http://www.oregon.gov/OWEB/docs/pubs/habguide99-complete.pdf>.

- (c) Provide written notice to the Board's Project Manager of any Grantee address changes, Grantee Project Manager changes or Payee changes.

4. Document and Report Project Completion; Board Approval

- (a) Submit to the Board's Project Manager all receipts, expenditure tracking sheets, and other accounting records through the Project Completion Date, to document expenditure of grant fund installments, and to account for all other funding, in-kind contributions and donations in the Project Completion Report.
- (b) Submit to the Board's Project Manager within 60 days after the Project Completion Date a Project Completion Report satisfactory to the Board, that complies with Exhibit C, includes any special reporting required in Exhibit B, and includes two (2) hard copies of the final Request for Release of Funds.
- (c) Upon receipt of a Project Completion Report, the Board has 90 days to either approve the report and release final funds, or notify Grantee of any concerns or missing information that must be submitted before the report is considered complete. The report is not considered complete until Grantee has responded to the Board's concerns and questions in a manner satisfactory to the Board's Program Manager and Fiscal Manager.
- (d) "Board approval" of the Project Completion Report means the report has been approved by the Board's Program Manager or delegate, and the final Request for Release of Funds has been approved by the Board's Fiscal Manager or delegate. The Project Completion Report will show as "outstanding" (i.e., overdue and not approved) on the Board's Oregon Grant Management System ("OGMS") until the report and Request for Release of Funds has been approved by the Board. New Grant Agreements and amendments for time extensions and award amounts will not be released to Grantee if Grantee has any outstanding reports.

E. Records Maintenance and Access

- 1. Access to Records and Facilities.** The Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives may make and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Grantee will permit authorized representatives of the Board, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to perform site reviews of all services delivered as part of the Project.
- 2. Retention of Records.** Grantee will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
- 3. Expenditure Records.** Grantee will document the expenditure of all grant moneys disbursed by the Board under this Agreement. Grantee will create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit the Board to verify how the grant moneys were expended, including without limitation accounting for all other funds expended, as well as in-kind services and donated materials.

F. Amendments; Changes in Project Approved by Board

1. Except as provided in Section F(3), any modifications of this Agreement must be mutually agreed to in writing by all parties.
2. Amendments for time extensions, reinstatements, and award amounts will be permitted only if all reporting obligations under any other agreements between the Board and Grantee have been met to the Board's satisfaction. Other amendments, such as budget category changes, may proceed regardless of reporting obligation status.
3. Grantee agrees to complete the Project as approved by the Board unless proposed modifications to the Project are submitted in writing to, and approved in writing by, the Board's Project Manager or, if required by this Agreement, the Board's Program Manager, prior to the beginning of any work proposed in the modification. Modifications to the budget categories shown in Exhibit A may be approved for change upon signature of the Board's Project Manager.

G. Assignment

The Grantee will not assign or transfer its interest in this Agreement without prior written approval from the Board.

H. Permission Required to Access Private Property; Access to Project Sites

In carrying out this Agreement, Grantee will not access any private property without first obtaining verbal or written consent from the landowner of the private property. Grantee will direct its contractors not to access private property without first obtaining verbal or written consent from the landowner of the private property.

Upon Board request and consistent with the Cooperative/Landowner Agreement(s) meeting the requirements as specified in Exhibit F, Grantee will seek the landowner's permission for mutually convenient access to the Project site by Board members and their representatives for the purposes of evaluating Project implementation, completion, post-implementation status or effectiveness.

I. Public Domain Information

Projects funded by this grant may be used in the collection of monitoring information on private lands about the effects of the Project on aquatic or terrestrial conditions. Grantee acknowledges that all monitoring information obtained from private lands may become public information subject to the requirements of ORS 192.410 to 192.505.

J. Post-Implementation Maintenance and Post-Implementation Reports

1. Projects funded by the Board are intended to provide long-term benefits to the watershed. The Grantee or landowner will provide necessary and normal maintenance to sustain the value of the Project once it is completed. Maintenance will be in accordance with the terms of the Cooperative/Landowner Agreement(s) (Exhibit F).
2. Grantee shall submit Post-Implementation Status Reports documenting the status of the Project that are satisfactory to the Board and comply with Exhibit D and any special reporting requirements in Exhibit B. Reporting shall be at a frequency and for the period specified on page one (1) of this Agreement.
3. Reports are not considered complete until Grantee has responded to the Board's concerns and questions in a manner satisfactory to the Board's Project Manager and Program Manager. "Board approval" means the report has been approved by the Board's Program Manager or delegate. A report will show as "outstanding" (i.e., overdue and not approved) on OGMS until the report has been approved by the Board. New Grant Agreements and amendments for time extensions and award amounts will not be released to Grantee if Grantee has any outstanding reports.

K. Termination of Grant Agreement

1. This Agreement may be terminated:
 - (a) At any time by mutual written consent of all parties;

- (b) Upon written notice by the Board to Grantee for Grantee's failure to perform any provision of this Agreement;
 - (c) Upon 30 days written notice by the Board to Grantee for any other reason specified in writing; or
 - (d) At any time, upon written notice by the Board, if the Board lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow the Board, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
2. Within 30 days of termination, Grantee will return to the Board any unspent funds provided by the Board under this Agreement in accordance with Section P, Recovery of Grant Funds. The Board will reimburse the Grantee for authorized services performed and eligible expenses incurred before the termination under this Agreement.

L. Compliance With Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, age or citizenship. All employers, including Grantee, 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 state law.

M. Grantee Authority

The individual signing on behalf of the Grantee hereby certifies and swears under penalty of applicable law that s/he is authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of her/his knowledge, Grantee is not in violation of any Oregon tax laws.

N. Indemnity

Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 - 30.300), Grantee will defend (subject to any limitation imposed by ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon and the Board and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of Grantee or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.

O. Designation of Forum

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

P. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement or that remain unexpended on the earlier of termination of this Agreement or the Project Completion Date must be returned to the Board not later than 15 days after the Board's written demand.

Q. Counterparts

This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (pdf) delivered by email, 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.

THIS AGREEMENT, INCLUDING ALL MATERIALS INCORPORATED BY REFERENCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THIS SUBJECT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HERE 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. 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 THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT OR ANY OTHER PROVISION. GRANTEE, BY EXECUTING THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CERTIFICATION

GRANTEE CERTIFIES THAT GRANTEE WILL NOT BEGIN WORK ON PROJECTS INVOLVING PRIVATE LANDS UNTIL GRANTEE HAS SECURED COOPERATIVE LANDOWNER AGREEMENTS (EXHIBIT F) WITH ALL PARTICIPATING PRIVATE LANDOWNERS THAT, AT A MINIMUM, COMPLY WITH SECTION H AND INCLUDE THE FOLLOWING:

- (a) Identification of the party responsible for repairs and maintenance of the Project; and
- (b) Acknowledgement that the landowner is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

AGREED:

FOR THE GRANTEE:

FOR THE BOARD:

OWEB Program Manager

Print Name

Date

Date

EXHIBIT A
SCHEDULE FOR RELEASE OF FUNDS

All fund requests shall comply with the Board’s Billing Instructions and Budget Categories Definitions and Policies, (http://www.oregon.gov/OWEB/Pages/forms_linked.aspx) and be submitted using the most current Request for Release of Funds form signed by the Grantee, Payee, or other agent authorized by Grantee. Disbursement of funds is subject to the Board having sufficient funding on the date of each disbursement. Payment requests will be processed after approval by the Board’s Project and Fiscal Managers or delegates.

Funds are released upon Board approval of receipts or invoices for amounts \$250 or more (excluding indirect cost grant administration) for purchases or work accomplished along with an expense tracking spreadsheet for all Board expenses.

The Board may agree to release funds in advance on the basis of the Board’s approval of a detailed estimate of expenses. Copies of receipts, invoices or supporting documentation, for amounts \$250 or more (excluding indirect cost grant administration) must be submitted to document Board funds previously advanced for this grant within 120 days of the date of the advance payment. Also, an expense tracking spreadsheet for all Board expenses shall be submitted. Grantee’s failure to clear the advance by providing satisfactory documentation within 120 days may delay new grants and other grant payment requests and amendments.

The grant budget consists of the elements listed below.

Budget Category	Amount
OWEB Funds	
Salaries, Wages and Fringe Benefits	\$0.00
Contracted Services	\$97,040.00
Travel	\$0.00
Materials/Supplies	\$22,905.00
Equipment/Software	\$0.00
Other	\$0.00
Categories Subtotal	\$119,945.00
Grant Administration	\$11,995.00
Post-Grant	\$0.00
Grant Total	\$131,940.00

Note: The final 10% of the grant (\$13,194.00) will not be released for payment until the Board’s approval of the Project Completion Report including all grant expense documentation. OAR 695-005-0060(8).

Submittal and Board approval of a Project Completion Report and final Request for Release of Funds will authorize the Board to retain any remaining unspent funds.

EXHIBIT B
CONDITIONS OF AGREEMENT

The following conditions apply to the implementation of this Agreement:

1. Limitation on Use of OWEB Funds:

Notwithstanding Exhibit A of this Agreement, funds provided by the Board shall not pay for the following costs: permits, downed wood supply and installation, watershed council hours, mileage, and bridge supply and installation.

2. Landowner Agreements:

Landowner agreements shall not be required for that portion of the Project occurring on public lands.

3. Pre-Project Photos:

OWEB will not release any funds for a Project site until Grantee has submitted to the Board's Project Manager pre-project photos at photo points established to track visual change(s) resulting from restoration project. Grantee should carefully consider photo point locations to ensure photos clearly show the same sites and perspective in future photos to meet reporting requirements (see Exhibits C and D) and demonstrate that completed restoration meets the scope of work described in the grant application.

EXHIBIT C

PROJECT COMPLETION REPORT REQUIREMENTS

Oregon Administrative Rule 695-010-0100(1) states that “Grantee must submit a report at completion of the Project describing the work done and placing it in its larger watershed context.” Therefore, **Grantee must submit a Project Completion Report within 60 days following the Project Completion Date**, that includes, but is not limited to, (1) through (7) below.

The Project Completion Report may be submitted in writing to the Board’s Project Manager or submitted electronically on the Board’s Grant Management System (OGMS). Electronic submission requires an OGMS User Identification and password. To request a User Identification and password, call (503) 986-0183.

- (1) A **final Project summary** that in 200 words or less, describes **what the Project accomplished and what problem(s) it addressed**. The information you provide will be used for accountability and reporting purposes, and displayed for the general public. Please make a clear and concise statement; avoid jargon and acronyms. For guidance see www.oregon.gov/OWEB/GRANTS/Pages/final_report_guidance.aspx.
- (2) A brief, narrative description of the Project including:
 - (a) Background on the problem that generated the Project;
 - (b) A description of the work done, placing it in its larger watershed context;
 - (c) A description and explanation of any changes to the original proposal;
 - (d) A summary of any outreach activities related to the Project, including identification of any tours or presentations and copies of newspaper or other media coverage about the Project;
 - (e) Lessons learned, if any, from the Project; and
 - (f) Recommendations, if any, for more effective implementation of similar projects.
- (3) **See Exhibit B for any additional reporting requirements for the Project Completion Report.**
- (4) Documentation that the Project complies with the Oregon Aquatic Habitat Restoration and Enhancement Guide, if applicable. See <http://www.oregon.gov/OWEB/docs/pubs/habguide99-complete.pdf>.
- (5) Color photographs of the Project areas before and after the Project completion taken at pre-set photo points. Guidelines for photo point documentation are provided on the OWEB website at: http://www.oregon.gov/OWEB/docs/pubs/PhotoPoint_Monitoring_Doc_July2007.pdf.
- (6) Submit Oregon Watershed Restoration Inventory (OWRI) reports with the required map(s) and location information. Instructions for OWRI reporting and submittal are available on the OWEB website at: www.oregon.gov/OWEB/MONITOR/pages/owri.aspx.
- (7) An accounting of the expenditures of Board moneys and all other funding in the Project, including a final accounting of all in-kind contributions, donations and the **required non-Board match funds**, using the Match Form for Final Report form provided on the OWEB website at www.oregon.gov/OWEB/Pages/forms_linked.aspx.

EXHIBIT D

POST-IMPLEMENTATION STATUS REPORT REQUIREMENTS

Oregon Administrative Rule 695-010-0100(2) states that “Grantee will track the status of the Project, and continue its maintenance, submitting periodic reports on a schedule set by the Board. All reports will be filed with the Board or at a location specified by the Board.”

A Post-Implementation Status Report (“Status Report”) must include:

1. An assessment of whether the Project continues to meet the goals specified in the Grant Agreement.
2. Information or materials required by the Grant Agreement Exhibit B Conditions of Agreement.
3. A description of any maintenance or modifications made since Project completion or since the last Status Report, whichever was last.
4. An accounting of any costs associated with Project maintenance and reporting to the Board.
5. A summary of any public awareness activities related to the Project undertaken since Project completion or since the last Status Report, whichever was last.
6. Lessons learned, if any, from the Project.
7. Unless otherwise specified, the Grantee will provide color photos of all Project elements (i.e., fencing, planting, or structures) to show compliance of the Project with the Board funding decision. Photo points will be set up, and the color photographs should be taken with the same focal-length lens at the same time of year, showing conditions before and after Project completion. Guidelines for photo point documentation are provided on the OWEB website at: http://www.oregon.gov/OWEB/docs/pubs/PhotoPoint_Monitoring_Doc_July2007.pdf.

EXHIBIT E
PERMITS AND LICENSES

Section D.1. of this Agreement outlines requirements for permits and licenses. Exhibit B Conditions of Agreement may contain additional conditions with respect to permitting, licensing and fund release.

Before the release of Board funds for activities requiring a permit or license, or for activities dependent on portions of the Project for which a permit or license has yet to be issued, the Grantee must submit to the Board’s Project Manager copies of all required permits or licenses, or submit written evidence acceptable to the Board that permits and licenses are not required.

OWEB may release funds for elements of the Project that do not require a permit or license. To be considered for release, Grantee must provide written documentation to the Board’s Project Manager requesting such consideration and affirming that the Project element(s) for which no permits or licenses are required will lead to ecological benefits consistent with the Project objectives, and are not dependent on the portion of the Project for which a permit or license has yet to be issued.

The following are often required for projects involving waterway alteration or watershed enhancement. (See *Oregon Plan for Salmon and Watersheds, A Guide to Oregon Permits Issued by State and Federal Agencies, Spring 2000* on the OWEB website at: <http://www.oregon.gov/OWEB/docs/pubs/permitguide.pdf>)

- Removal/Fill permit(s) – Dept. of State Lands
- Water Right Permit(s) – Water Resources Dept.
- Zone or Development Permit(s) – City or County Planning Department.
- Fill permit(s) – US Army Corps of Engineers
- City or County permit(s)

The foregoing list of permits and licenses is not exhaustive. I understand that it is my responsibility to determine which permits, licenses and General Authorizations are required for the Project.

List the components of your Project requiring permits or licenses and the associated permit(s)/license(s). If necessary, list additional activities requiring a permit or license, the name of the permit or license and issuer on a separate page and attach to this Exhibit.

Project Activity Requiring Permit/License	Permit/License Name and Entity Issuing

Grantee Signature

Date

EXHIBIT F
COOPERATIVE/LANDOWNER AGREEMENT(S)

A sample Cooperative/Landowner Agreement form is available on OWEB's website at www.oregon.gov/OWEB/Pages/forms_linked.aspx. All Cooperative/Landowner Agreements for Projects shall include (but is not limited to):

- Landowner's certification that the landowner owns the land where the work will be carried out;
- Landowner's agreement to allow Grantee to carry out the work, or a portion of the work on the Landowner's property;
- Landowner's agreement to maintain the Project, or allow maintenance of the Project, over a time period consistent with the grant application;
- Landowner's agreement to allow the OWEB Board and its representatives access to the site where the work is being carried out for inspection and evaluation; and
- Landowner's acknowledgment that he/she is aware of the application to OWEB and that information relating to the work, including effectiveness monitoring data, is a public record.

EXHIBIT G

OREGON PREVAILING WAGE RATE LAW

Grantees may be required to comply with Oregon's prevailing wage rate law. ORS 279C.800-279C.870. This law requires that entities using public funds for public works must pay not less than the prevailing rate of wage for an hour's work, including fringe benefits, in the same trade in the locality where the work is performed. Contracts not exceeding \$50,000 are exempt from prevailing wage rate laws and nonprofit organizations are exempt for work other than construction. Public works is defined as including "roads, highways, buildings, structures and improvements of all types, the construction, reconstruction, major renovation or painting of which is carried on or contracted for by any public agency to serve the public interest . . ." ORS 279C.800(6)(a). Construction is defined as "the initial construction of buildings and other structures, or additions thereto, and of highways and roads." OAR 839-025-0004(5)

Failure to comply with prevailing wage rate laws could result in a Grantee being liable to the workers affected in the amount of their unpaid minimum wages, including all fringe benefits, and in an additional amount equal to unpaid wages as liquidated damages.

Information regarding prevailing wage rate law can be found on the Bureau of Labor and Industries website at http://www.oregon.gov/BOLI/WHD/PWR/Pages/W_PWR_Pwrbk.aspx.

EXHIBIT H
OWEB GRANT APPLICATION
(In OWEB files)