

AGENDA

Thursday, September 21, 2017 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2017-111

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. In the Matter of Writing off Uncollectible Accounts for the First Quarter of Fiscal Year 2018
2. In the Matter of Approval to Apply for a 2017 Resident Opportunity for Self-Sufficiency Service Coordinator Grant

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 for a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) - Per Member Per Month (PMPM) Incentive Program (Beavercreek, Sunnyside and Gladstone) – *Health Centers*
2. Approval for a Revenue Agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) -Per Member Per Month (PMPM) Incentive Program (Sandy) – *Health Centers*

B. Department of Transportation & Development

1. Approval of Amendment No. 2 to Intergovernmental Agreement No. 28216 with Oregon Department of Transportation for the 122nd Avenue and 132nd Avenue Sidewalk Connections Project

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between the State of Oregon and the Clackamas County Sheriff's Office for Participation in the Oregon Motor Carrier Safety Action Plan - *CCSO*
3. Request by the Clackamas County Sheriff's Office to Apply for the DUII Grant with the Oregon State Sheriff's Association for the 2017-2018 Grant Year - *CCSO*
4. Request by the Clackamas County Sheriff's Office for Acceptance of a Grant Award from the Oregon State Sheriff's Association for the Safety Belt Grant Program - *CCSO*

D. Business & Community Services

1. Approval of a Local Government Grant (LG17-012) from the Oregon Parks and Recreation Department for the Barton Park Day Use Area Restroom Replacement

E. Technology Services

1. Approval to Purchase from an Established GSA Contract with Carahasoft Technology Corporation for Acquia Hosting Services and Technical Migration Support for the Drupal Content Management System on the County Internet Website - *Procurement*

IV. WATER ENVIRONMENT SERVICES

(Includes: Service District No. 1)

1. Approval of a Resolution to Enter a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon for Water Environment Services
2. Approval of Goods and Services Contract between Water Environment Services and Jacobi Corbons, Inc. for Carbon Replacement at the Tri-City Wastewater Resource Recovery Facility - *Procurement*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

September 21, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the
First Quarter of Fiscal Year 2018

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2018.
Dollar Amount and Fiscal Impact	\$7,166.10 in total collection losses.
Funding Source	N/A
Duration	(July 1, 2017 – September 30, 2017)
Previous Board Action	First, second, third, and fourth quarter collection losses were approved by the Housing Authority Board of Commissioners.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to write off uncollectible rents, late charges and maintenance expenses for the first quarter of fiscal year 2018 (July 1, 2017 – September 30, 2017). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the first quarter of fiscal year 2018 will be \$6,387.01 for Low Rent Public Housing and \$779.09 for Jannsen Road Apartments. Of the total first quarter write offs, \$1,127.62 was for uncollected rents and \$6,038.48 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to a new tenant.

As a business practice, HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the first quarter of fiscal year 2018 is \$7,166.10.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

LRPH

Collection Loss for the period of

7/1/2017

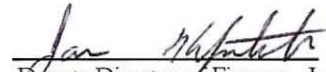
to

9/30/2017

First Quarter of Fiscal Year 2018

Unit #	SS #	Name	Rent	Sundry	Total
			121.50	1,004.19	\$ 1,125.69
			411.12	1,244.33	\$ 1,655.45
			207.80	2,910.00	\$ 3,117.80
			267.60	220.47	\$ 488.07
					\$ -
					\$ -
					\$ -
Total Write-off			1,008.02	5,378.99	6,387.01


Accounting Specialist 1 - Betty McKee


Deputy Director of Finance - Jason Kirkpatrick


Executive Director - Chuck Robbins

JRA

Collection Loss for the period of

7/1/2017

to

9/30/2017

First Quarter of Fiscal Year 2018

Unit #

SS #

Name

Rent

Sundry

Total

18.70

659.49

\$ 678.19

100.90

\$ 100.90

\$ -

\$ -

\$ -

\$ -

\$ -

\$ -

Total Write-off

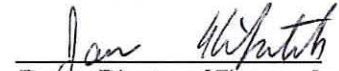
119.60

659.49

779.09



Accounting Specialist 1 - Betty McKee



Deputy Director of Finance - Jason Kirkpatrick



Executive Director - Chuck Robbins

September 21, 2017

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Approval to apply for a 2017 Resident Opportunity for
Self-Sufficiency Service Coordinator grant

Purpose/Outcomes	Approval to apply for Resident Opportunity for Self-Sufficiency (ROSS) Grant.
Dollar Amount and Fiscal Impact	\$246,000
Funding Source	U.S. Department of Housing and Urban Development (HUD)
Duration	March 1, 2018 – February 28, 2021
Previous Board Action	HACC was awarded \$243,000 in ROSS grant funds on March 19, 2015.
Strategic Plan Alignment	1. Increased self-sufficiency for our clients 2. Ensure safe, healthy & secure communities
Contact Person	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to apply for a 2017 Resident Opportunities and Self-Sufficiency Service (ROSS) Coordinator Grant from the Department of Housing and Urban Development (HUD). HUD is looking for applications to provide Service Coordinators to help Public Housing residents with supportive services, resident empowerment activities, and assistance in becoming economically self-sufficient.

The total amount of the award for a three-year grant term is \$246,000. The Housing Authority will use grant funds for salary and benefits for 1 FTE Service Coordinator over three years including administration and training cost.

The ROSS Program is specifically designed for and targeted to Public Housing Authorities to fund resident services staff whose role is to link public housing residents to service providers throughout the community. These services include job placement, education and job training opportunities, matched savings accounts and other supportive resources. Residents enroll in the program by entering into a contract the housing authority that outlines their training and employment goals.

The ROSS Coordinator will:

- Coordinate a Local Program Committee with service providers to ensure that program participants are linked to supportive services needed to achieve self-sufficiency,
- Market the program to residents,

- Provide general case management which includes intake, assessment, education, and referral of residents to service providers in the general community,
- Coordinate and oversee the delivery of services, ensuring services are provided on a regular, ongoing, and satisfactory basis, and,
- Create a resident group to promote self-sufficiency efforts and/or encourage residents to build Informal support networks with other residents, family, and friends.

RECOMMENDATION:

We recommend the approval to apply for the ROSS grant and further recommend the acceptance of the award if funded; and that the Director of the Department of Health, Housing, and Human Services be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

September 21, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the
Primary Care Incentive Payment Model (PCPM) -
Per Member Per Month (PMPM) Incentive Program (Beavercreek, Sunnyside and Gladstone)

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) an incentive bonus for reporting on select Coordinated Care Organization (CCO) measures and Medicare metrics.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Primary Care Clinics
Duration	Effective October 1, 2017 and terminates on December 31, 2018
Previous Board Action	The Board previously approved agreements on January 28, 2016 Agenda item 012816-A1 and September 29, 2016 Agenda item 092916-A1
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8489

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program.

CareOregon offers an incentive bonus to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Services Agreement with CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Beavercreek, Sunnyside and Gladstone clinics. Due to these factors we are processing this as a No Maximum Agreement. This contract has been reviewed by County Counsel on September 29, 2016.

This contract is effective October 1, 2017 and continues through December 31, 2018.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

CareOregon, Inc.

Letter of Agreement

#8489

**Primary Care Payment Model – Track 2
Family Practice Measurement Set**

This Letter of Agreement (Agreement) is between CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider) for the time period October 1, 2017 through December 31, 2018.

I. Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Agreement is distinct and separate from the Provider Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Provider Services Agreement remains in place and is effective between CareOregon and Provider.
- C. This Letter of Agreement shall be applicable only so long as Provider is recognized by the State of Oregon as a Patient Centered Primary Care Home (PCPCH) and re-applied, if required, by State of Oregon.
- D. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this Agreement will be re-evaluated.
- E. Both entities acknowledge that this is a pilot program that will be reviewed periodically.

II. Patient and Population Centered Primary Care Clinic Quality Incentive Payments:

- A. For the time period between October 1, 2017 and December 31, 2018, Provider shall be eligible for a quality incentive payment based on the quality outcomes measures as defined in Exhibit A, Patient and Population Centered Primary Care Payment Model - Track 2.
- B. Provider is eligible for a Risk Adjusted per member per month (PMPM) depending on level of achievement in the payment model of:

Payment Model Level	Risk Adjusted PMPM
Level 0	\$0.00
Level 1	\$5.00
Level 2	\$8.50
Level 3	\$12.00

C. Participating Clinics:

- 1. Beaver Creek Clinic
- 2. Gladstone Community Clinic
- 3. Sunnyside Health and Wellness Clinic

III. Conditions of Payment:

- A. CareOregon will pay Provider a PMPM beginning the month of October 2017, provided this Agreement is executed.
 - B. CareOregon will initiate the PMPM payment upon Provider's Agreement being fully executed according to the following time lines:
 - 1. If Provider's Agreement is executed between the 1st and the 25th day of the month, PMPM will start the following month.
 - 2. If Provider's Agreement is executed between the 26th and the last day of the month, PMPM will start in 2 (two) months.
 - 3. CareOregon will not pay Provider a retro-active PMPM.
- CareOregon will not pay Provider a retro-active PMPM.

IV. Terms:

- A. Payment will be made monthly based on the members assigned to the Provider as of the fifth (5th) of the month.
- B. Payment level is based on prior six (6) months performance and will be increased or decreased based on level of achievement in the payment model. Level placement will be re-evaluated every six (6) months.
- C. All new participating providers will begin the first six (6) months at Payment Level 1.
- D. Quality measurement data reports are required to be submitted by Provider's individual site at agreed upon deadlines. If quality data is not submitted by the due date, Provider will only be eligible to receive the Payment Level zero (0) PMPM until the next payment level adjustment date.
- E. Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model – Track 2, as defined in Exhibit A.
- F. Measurement reporting is due February 28, 2018 for January 2017 to December 2017 data to establish a baseline for this Agreement. No increase or decrease in PMPM will be made upon receipt of this data.
- G. Provider will submit data by site to CareOregon according to the following schedule:
 - 1. January 2017 to December 2017 data is due to CareOregon February 28, 2018
 - 2. January 2018 to June 2018 data is due to CareOregon August 31, 2018
 - 3. January 2018 to December 2018 data is due to CareOregon February 28, 2019
- H. Payment level will increase or decrease based on data submission:
 - 1. December 2017 for 2016-2017 PCPM Track 1 participating clinics based on data for April 2017 to September 2017 submitted due October 31, 2017.
 - 2. November 2018 for January 2018 to June 2018 data submitted due August 31, 2018.
 - 3. May 2019 based on data submitted due February 28, 2019 for January 2018 to December 2018, if Provider is still participating.
 - 4. CareOregon will not pay Provider a retro-active PMPM adjustment.
- I. If submitted data is incomplete, invalid or inaccurate, that specific measure will be excluded from the payment level calculation until the next report period.
- J. Risk Adjustments are based on Combined Chronic Illness & Disability System (CDPS+RX) data CareOregon receives from the Oregon Health Authority.
- K. If Provider fails to meet a minimum of six (6) quality measures, Provider will receive the minimum Payment Level zero (0) PMPM after data submission.
- L. Provider agrees that payments received will be used to support the participating practice site.
- M. This Letter of Agreement is renewable on an annual basis at the discretion of CareOregon.

N. Either party may terminate this Letter of Agreement with 30 days written notice.

V. General Provisions:

- A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.
- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. All copyright interests in materials produced as a result of fund support are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this funding.
- E. Provider agrees to uphold all confidentiality provisions of the Letter of Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be dispersed.

Agreed to on behalf of CareOregon, Inc.:

**Agreed to on behalf of Clackamas County
Health Division:**

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

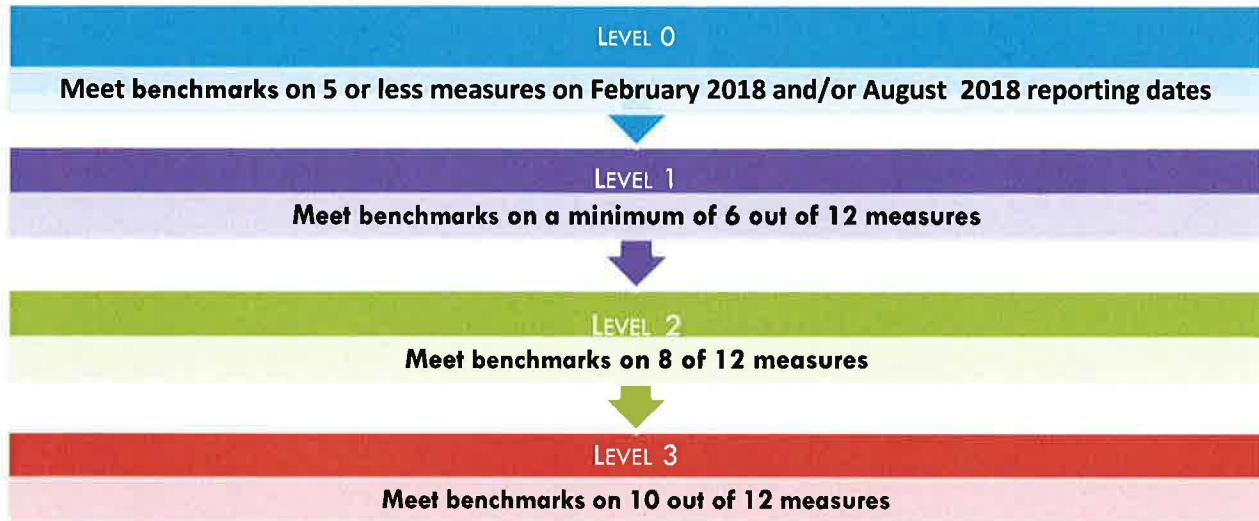
Date: _____

Exhibit A

CareOregon 2017 – 2018

Patient and Population Centered Primary Care Home Payment Model – Track 2

I. MODEL



A. Providers will be paid at the following levels and per member per month payment (PMPM) will be ***risk adjusted*** by Provider:

1. Level 0: \$0.00 PMPM
2. Level 1: \$4.00 PMPM
3. Level 2: \$8.00 PMPM
4. Level 3: \$12.00 PMPM

B. Components of the model:

1. CareOregon will send Providers a membership roster by January 15, 2018, July 15, 2018 and January 15, 2019 to document quality performance by member and return to CareOregon by due dates.
2. After receiving membership roster from CareOregon, Providers will submit quality performance by member on the following eight (8) measures to CareOregon by February 28, 2018, August 31, 2018 and February 28, 2019.
 - a. Colorectal Cancer Screening
 - b. Childhood Immunization Status (Combo 2)
 - c. Cigarette Smoking Prevalence (start at 13 y/o)
 - d. Controlling Blood Pressure
 - e. Diabetes Eye Exam
 - f. Diabetes Hemoglobin A1c Poor Control (% A1c > 9.0%)
 - g. Empanelment
 - h. Screening for Depression and Follow-up Plan

3. CareOregon will calculate three (3) of the 12 measures using CareOregon claims data and Provider Electronic Medical Record (EMR) Data shared with Health Share of Oregon. Data Source is defined below in 2017/2018 PCPM Track 2 Measure Set.
4. For 2017/2018 Provider will need to attest to the ability to report the CCO SBIRT measure via EMR submission pending specifications to be released by the State of Oregon to be effective for 2017 reporting.
5. Provider's payment level will adjust after the August 2018 and February 2019 reporting interval based on performance on the 12 measures. Payment level can increase or decrease depending on performance.
6. If Provider fails to meet a minimum of six (6) measures, Provider will receive payment level zero (0) PMPM until after the next reporting period.

II. PCPM TRACK 2 CLINICAL QUALITY MEASURE SET:

A. In order to support the ongoing work of the Coordinated Care Organization (CCO) and Medicare, the list of 12 measures are aligned with both State and Federal priority metrics. Provider reviewed measure specifications during the application process and confirmed that Provider can access data needed to formulate reports to specifications.

B. PCPM TRACK 2 CLINICAL QUALITY MEASURE SET:

2017/2018 PCPM T2 Family Practice & Pediatric Quality Measure Set				
Measures	Mid Year Target	Year End Target	Specification	Submission Method/ Data Source
Adolescent Well Care Visits	23.4 %	51.0%	CCO	CareOregon Claim Data
Developmental screening	27.5 %	60.1%	CCO	CareOregon Claim Data
Effective Contraception Use	20.7%	45.2%	CCO	CareOregon Claim Data
Colorectal Cancer Screening	24.3%	53.0%	CCO	CO Roster
Childhood Immunization Status (Combo 2)	32.6%	71.2%	CCO	CO Roster
Cigarette Smoking Prevalence (start at 13 y/o)	25.0%	25.0%	CCO	CO Roster
Controlling Blood Pressure	72.0%	72.0%	CCO	CO Roster
Diabetes: Eye Exam	69.6%	69.6%	NQF 0055	CO Roster
Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	22.3%	22.3%	CCO	CO Roster
Screening for Depression and Follow up Plan	50.0%	50.0%	CCO	CO Roster
Empanelment (PCPCH 4.A.0 Personal Clinician Assigned)	90.0%	90.0%	PCPCH 4.A. (pg 61)	CO Roster
Alcohol & Drug Misuse (SBIRT 18+ & CRAFFT 12+)	Attestation	Attestation	TBD	Attest ability to report EHR SBIRT measure*
<i>* Alcohol & Drug Misuse (SBIRT 18+ & CRAFFT 12+) attestation detail to follow during Information call at start of document</i>				

September 21, 2017

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for the
Primary Care Incentive Payment Model (PCPM) -
Per Member Per Month (PMPM) Incentive Program (Sandy)

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) an incentive bonus for reporting on select Coordinated Care Organization (CCO) measures and Medicare metrics.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Primary Care Clinics
Duration	Effective October 1, 2017 and terminates on September 30, 2018
Previous Board Action	The Board previously approved agreements on January 28, 2016 Agenda item 012816-A1 and September 29, 2016 Agenda item 092916-A1
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	8485

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of a Revenue agreement with CareOregon for the Primary Care Incentive Payment Model (PCPM) Incentive Program.

CareOregon offers an incentive bonus to organizations that have been qualified as a Patient Centered Primary Care Home and who have a Primary Care Services Agreement with CareOregon. There is no way to determine the amount of revenue to be received as this is determined based on the number of members assigned to CCHCD and the amount of measured improvement reported per quarter. CCHCD is eligible for revenue generated per member per month (PMPM) depending on level of achievement at the Sandy clinic. Due to these factors we are processing this as a No Maximum Agreement. This contract has been reviewed by County Counsel on September 29, 2016.

This contract is effective October 1, 2017 and continues through September 30, 2018.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

CareOregon, Inc.

#8485

Letter of Agreement

Primary Care Payment Model - Track 1

This Letter of Agreement (Agreement) is between CareOregon, Inc (CareOregon) and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Center Division (Provider) for the time period October 1, 2017 through September 30, 2018.

I. Recitals:

- A. CareOregon and Provider are independent companies.
- B. This Agreement is distinct and separate from the Provider Services Agreement in place between CareOregon and Provider, and shall be applicable only so long as the Provider Services Agreement remains in place and is effective between CareOregon and Provider.
- C. This Letter of Agreement shall be applicable only so long as Provider is recognized by the State of Oregon as a Patient Centered Primary Care Home (PCPCH) and re-applied, if required, by State of Oregon.
- D. If the State of Oregon or the contracted Coordinated Care Organization changes the requirements for PCPCH Supplemental Payment, this Agreement will be re-evaluated.
- E. Both entities acknowledge that this is a pilot program that will be reviewed periodically.

II. Patient and Population Centered Primary Care Clinic Quality Incentive Payments:

- A. For the time period between October 1, 2017 and September 30, 2018, Provider shall be eligible for a quality incentive payment based on the quality outcomes measures as defined in Exhibit A, CareOregon Patient and Population Centered Primary Care Payment Model - Track 1.
- B. Provider is eligible for a risk adjusted per member per month (PMPM) depending on level of achievement in the payment model of:

Payment Model Level	Risk Adjusted PMPM
Level 1	\$2.00
Level 2	\$3.50
Level 3	\$5.50

- C. Participating Providers in this Agreement:
 - 1. Sandy Health and Wellness

III. Conditions of Payment:

- A. CareOregon will pay Provider a PMPM beginning the month of October 2017, provided this Agreement is executed.
- B. CareOregon will initiate the PMPM payment upon Provider's Agreement being fully executed according to the following time lines:
 - 1. If Provider's Agreement is executed between the 1st and the 25th day of the month, PMPM will start the following month.
 - 2. If Provider's Agreement is executed between the 26th and the last day of the month, PMPM will start in 2 (two) months.
 - 3. CareOregon will not pay Provider a retro-active PMPM.

IV. Terms:

- A. Payment will be made monthly based on the members assigned to the Provider as of the fifth (5th) of the month.
- B. Payment level is based on prior six (6) months performance and will be increased or decreased based on level of achievement in the payment model. Level placement will be re-evaluated every six (6) months.
- C. All new participating providers will begin the first six (6) months at Payment Level 1.
- D. Measurement data is due April 30 for October to March and October 31 for April to September.
- E. Provider agrees that Quality measurement data reports will be submitted at agreed upon deadlines according to Specifications, as defined in Exhibit A, Section III. , and using a rolling 12 month methodology.
- F. If Provider's quality data is not submitted by the due date, Provider will not be eligible for PMPM for the remainder of the Letter of Agreement.
- G. If submitted data is incomplete, invalid, or inaccurate, that specific measure will be excluded from the payment level calculation until the next report period.
- H. If Provider submits data to CareOregon for the three (3) month period October to December due January 31, CareOregon will do a preliminary evaluation of data integrity and offer Technical Assistance if needed. If Provider does not submit data at the end of the three (3) month period and data is inaccurate for a specific quality measure, Provider will not be able to resubmit corrected data and measurement will not be counted towards payment level adjustment.
- I. Payment is determined by CareOregon's Patient and Population Centered Primary Care Home Payment Model, as defined in Exhibit A.
- J. Payment levels will increase or decrease based on data submission.
- K. Payment level will increase or decrease:
 - a. December 2017 for 2016-2017 PCPM participating clinics based on data for April 2017 to September 2017 submitted by October 31, 2017.
 - b. June 2018 based on data submitted for October 2017 to March 2018 due to CareOregon April 30, 2018
 - c. December 2018 based on data submitted for April 2018 through September 2018 due to CareOregon October 31, 2018, if Provider is still participating.
 - d. CareOregon will not pay Provider a retro-active PMPM adjustment.
- L. Risk Adjustments are based on Combined Chronic Illness & Disability System (CDPS+RX) data CareOregon receives from the Oregon Health Authority.
- M. Provider agrees that payments received will be used to support the participating practice site.
- N. This Letter of Agreement is renewable on an annual basis at the discretion of CareOregon.
- O. Either party may terminate this Letter of Agreement with 30 days written notice.

V. General Provisions:

- A. Should Provider's participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the time period outlined above.
- B. This Letter of Agreement contains confidential and proprietary information and is considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

- C. Both parties agree to seek written approval for, and provide a copy of, any news releases or any other external communication related to the Letter of Agreement. Email approval by CareOregon or Provider will suffice as written approval.
- D. All copyright interests in materials produced as a result of fund support are owned by the Provider. The Provider grants to CareOregon nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic forms, including electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant.
- E. Provider agrees to uphold all confidentiality provisions of the Letter of Agreement between CareOregon and Provider, and specifically safeguard the health information of CareOregon members as it applies to activities related to this program.
- F. Provider is not eligible to participate or receive funding associated with this Letter of Agreement if Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues. All funding associated with this Letter of Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue to CareOregon's satisfaction. Discontinued funding will not be dispersed.

Agreed to on behalf of CareOregon, Inc.:

Agreed to on behalf of Clackamas County Health Department:

 Signature
 Name: Gregory P. Morgan
 Title: Chief Network Officer
 Date: _____

 Signature
 Name: _____
 Title: _____
 Date: _____

I. Patient and Population Centered Primary Care Home Payment Model – TRACK 1

<p>Level 3</p>	<ul style="list-style-type: none"> Report monthly on 5 selected measures Improve 3% on at least 3 measures
<p>Level 2</p>	<ul style="list-style-type: none"> Report monthly on 5 selected measures Improve 3% on at least 1 measure
<p>Level 1</p>	<ul style="list-style-type: none"> Report monthly on 5 selected measures

A. Providers will be paid at the following levels and payment will be **risk adjusted** by clinic:

- Level 1: \$2.00 PMPM
- Level 2: \$4.00 PMPM
- Level 3: \$6.00 PMPM

II. Components of the model:

- A. **Report and Improve Clinical and Operational Performance.** Clinics will select 5 measures from the menu to report on **every month from their data, for their entire population**, for the year. **At least three measures must be CCO incentive metrics.** Measures should be chosen to reflect the needs of the population served and current organizational priorities. Clinics who improve 3 percentage points within 6 months on at least 1 measure will be moved up to Level 2 and clinics who improve on at least 3 measures will be moved up to Level 3. *Note: At launch, all new participating clinics will be Level 1 and will have the opportunity to qualify for a higher level after the first data submission. Metrics will be re-evaluated every 6 months and payment levels will increase or decrease levels based on current performance.*
- B. **Simple Budget Reporting.** Report on allocation of PMPM dollars to support improvement work at practice site.

III. Measure Menu:

- A. In order to support the ongoing work of the Coordinated Care Organization (CCO) and Medicare, at least 3 measures must be selected from the Priority Measures (listed in orange) that apply to the clinic’s patient population and 2 measures may be selected from the Other Clinical & Operational measures. If your clinic’s Primary Engagement is below 60%, you are **required** to select Primary Care Engagement as 1 of your 2 measures.
- B. All measurement data is required to be submitted using a 12 month rolling methodology by reporting the most recent month and the previous 11 months. Each data point reported will have a different, but consecutive 12 month measurement period. Example measurement periods for a reporting cycle:

Reporting Month	Measurement Period
July 2017	8/1/2016 – 7/31/2017
August 2017	9/1/2016 – 8/31/2017

September 2017
October 2017

10/1/2016 - 9/30/2017
11/1/2016 - 10/31/2017

Monthly reporting period on selected measures will start October 2017.

2017/2018 PCPM TRACK 1 - CLINICAL QUALITY MEASURE SET		
Measure	Specification	Selection
Priority Measures - Select at least 3		
Adolescent Well Care Visits	CCO Incentive	
Breast Cancer Screening	NQF 2372	
Childhood Immunization Status (Combo 2)	CCO Incentive	
Cigarette Smoking Prevalence (start at 13)	NQF 2020	X
Controlling Blood Pressure	CCO Incentive	
Colorectal Cancer Screening	CCO Incentive	X
Effective Contraception Use	CCO Incentive	
Prenatal Care in First Trimester (Prenatal Only)	CCO Incentive	
Weight Assessment & Counseling for Nutrition & Physical Activity for Children/Adolescents	NQF 0024	
Diabetes: Eye Exam	NQF 0055	
Diabetes: Hemoglobin A1c Poor Control (% A1c > 9.0%)	CCO Incentive	X
Diabetes: Nephropathy Testing (Urine)	NQF 0062	
Tier 2 Measures - Select up to 2		
Diabetes: Blood Pressure Management (% BP < 140/90)	NQF 0061	
Diabetes: LDL Management and Control (% LDL < 100)	NQF 0064	
Advanced care planning among patients 65+	NQF 0326	
Alcohol & Drug Misuse (SBIRT 18+ & CRAFFT 12+)	CCO Incentive	
CareOregon Primary Care Engagement CareOregon members seen / member assigned in past 12 months <i>PCPCH required to select this measure if Primary Care Engagement is less than 60%</i>	Use CareOregon dashboard data	X
Cervical Cancer screening	NQF 0032	
Developmental Screening	CCO Incentive	X
Eligible population with a Flu Shot	NQF 0041	
Immunization for Adolescents (Combo 1)	CCO Incentive	
Medication Review among patients 66+	NQF 0553	
Screening for Depression and Follow up Plan	CCO Incentive	
Use of Appropriate Asthma Meds	CMS126v5	
Well-Child visits in the First 15 months of life (5+)	NQF 1392	
% Patients with ED Visits Receiving a Follow Up Call <i>Contact CareOregon to discuss method(s) of measurement for this selection</i>	Contact CareOregon for Measurement Specifications	



M. BARBARA CARTMILL
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

September 21, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Amendment No. 2 to the Intergovernmental Agreement
No. 28216 with Oregon Department of Transportation for the
122nd Avenue and 132nd Avenue Sidewalk Connections Project**

Purpose/Outcomes	The amendment increases funding for the project
Dollar Amount and Fiscal Impact	Total Project Budget: \$1,095,878 Road Funds: \$128,662 Federal Surface Transportation Program (STP) Funds: \$334,338 Federal Multimodal Transportation Enhancement Program (MTEP) Funds: \$632,878
Funding Source	Federal STP and MTEP Funds and County Road Funds
Duration	Upon execution through completion of the project
Previous Board Action	04/12/12: BCC Approval of IGA 28216 for Transportation Enhancement Grant Funding for the subject project 04/12/12: BCC Approval of IGA 28217 for Right of Way Services for the subject project 06/05/14: BCC Approval of IGA 29903 for Right of Way Services for the subject project, which replaces IGA 28217 02/19/15: BCC Approval of resolution declaring public necessity and purpose for acquisition of rights of way and easements and authorizing negotiations and eminent domain actions 04/30/15: BCC Approval of IGA 28216 Amendment #1 to change the obligation date for the construction phase to on or before April 30, 2016 01/19/17: BCC Approval of a contract amendment for construction engineering support services 02/16/17: BCC Approval of a contract with MJ Hughes Construction, Inc. for the construction of the project
Strategic Plan Alignment	The work aligns with Performance Clackamas Strategic Plan Priorities "Build a strong infrastructure" and "Ensure safe, healthy and secure communities"
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

In response to requests for needed infrastructural improvements, the Clackamas County Department of Transportation and Development (DTD) is in the process of constructing approximately 2,300 feet of new curb and sidewalk in several segments on the west side of SE 122nd Avenue and the west side of SE 132nd Avenue. These new sidewalks will fill in the missing sidewalk sections on both streets between SE Sunnyside Road and SE Hubbard Road. The project is funded up to \$967,246 by the Federal Highway Administration (FHWA) through Multimodal Transportation Enhancement and Surface Transportation Program Funds, specifically obtained to provide needed improvements to public transportation facilities. County Road Fund match is \$128,662 of the total project cost.

The project requires additional federal funding as a result of previous approved changes and cost increases experienced during the design, right of way and construction bid results. The additional federal funding was obtained from leftover funds from the SE 172nd Ave: Foster Rd to Sunnyside Rd Planning Project that was completed several years ago.

The IGA amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached amendment to the Intergovernmental Agreement for the 122nd Avenue and 132nd Avenue Sidewalk Connections Project.

Respectfully submitted,

Mike Bezner
Assistant Director of Transportation

AMENDMENT NUMBER 02
Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 28216
Transportation Enhancement Program
SE 122ND AVE & 132ND AVE: SIDEWALK CONNECTIONS
Clackamas County

This is Amendment Number 2 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CLACKAMAS COUNTY**, acting by and through its elected officials, hereinafter referred to as "County," both collectively referred to as the "Parties." The Parties entered into the Agreement on April 20, 2012, and Amendment Number 1 on May 20, 2015.

It has now been determined by State and County that the Agreement referenced above shall be amended to extend the milestone dates for Construction and Project Completion, to modify the scope of work by reducing the sidewalk to five feet in width for a short section of 132nd Avenue to minimize adjacent property impacts, and to update Local Agency Certification Program references.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
 2. **Amendment to Agreement.**
 - a. **Revised Exhibit B is deleted in its entirety and replaced with the attached Exhibit B Revision 02. All references to "Revised Exhibit B" are hereafter references to "Exhibit B Revision 02."**
 - b. **Insert new EXHIBIT C, attached hereto and by this reference made a part hereof.**
 - c. **RECITALS, Paragraph 1, Page 1, which reads:**
 1. By the authority granted in Local Agency Certification Program Agreement No. 24688 incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with County for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects that are not on the National Highway System.
- Is deleted in its entirety and replaced with the following:**
1. By the authority granted in Local Agency Certification Program Agreement No. 30923, incorporated herein and by this reference made a part

hereof, State may enter into this Supplemental Project Agreement with County for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.

d. TERMS OF AGREEMENT, Paragraphs 2 and 3, which read:

2. The total estimated cost of the Project is \$695,000, which is subject to change.
3. The Project shall be conducted as a part of the Transportation Enhancement (TE) Program under Title 23, United States Code. TE funds for this Project are estimated at \$607,538. County shall provide the match for the Enhancement funds and any non-participating costs, including all costs in excess of the available federal funds. For enhancement funds up to \$587,400 County's matching share will be 10.27 percent of the Enhancement-eligible costs. For any approved Enhancement funds above \$587,400 County's matching share will be fifty (50) percent of the Enhancement-eligible costs.

Are deleted in their entirety and replaced with the following:

2. The Project shall be conducted as part of the Transportation Enhancement Program and may include a combination of federal and state funds. Federal funds are provided under Title 23, United States Code.
3. The Total Project Cost is estimated at \$1,095,878, which is subject to change. Federal funds for the Project are limited to \$967,246, with Surface Transportation Program funds limited to \$334,368 and Transportation Enhancement Program funds limited to \$632,878. County's matching share is 50 percent for \$40,488 of funds obligated in the preliminary engineering phase and 10.27 percent for all other eligible costs. County is responsible for all remaining costs, including any non-participating costs and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State and will not be available for use by County for this Agreement or any other projects. County will report the final cost of each phase of the Project at the completion of each phase, as well as the total Project cost at the end of the Project, to the State Local Agency Liaison.

e. TERMS OF AGREEMENT, Paragraph 6, Page 2, which reads:

6. County shall select consultants, design, advertise, bid, award the construction contract, and perform construction administration. County understands that this Project is a test project and agrees to comply with all of the terms and conditions found in Certification Program Agreement No. 24688.

Is deleted in its entirety and replaced with the following:

6. County shall design, advertise, bid, award the construction contract, and perform construction administration.

f. TERMS OF AGREEMENT, Paragraph 10, Page 3, which reads:

10. Local Agency Certification Program Agreement No. 24688 was fully executed on July 15, 2008. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.

Is deleted in its entirety and replaced with the following:

10. This Agreement is subject to the terms and provisions of Local Agency Certification Program Agreement No. 30923.

g. TERMS OF AGREEMENT, Paragraph 13, Page 3, which reads:

13. State may conduct periodic inspections during the life of County Certification Projects to verify that Projects are being properly maintained and continue to serve the purpose for which federal funds were provided.

Is deleted in its entirety and replaced with the following:

13. State may conduct periodic inspections during the useful life of the Project to verify that the Project is being properly maintained and continues to serve the purpose for which federal funds were provided.

h. TERMS OF AGREEMENT, Paragraph 19, Page 4, which reads:

19. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 24688, as amended and all attached exhibits constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Is deleted in its entirety and replaced with the following:

19. This Agreement and the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended, and all attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

i. Insert new Paragraphs 25 through 30, to read as follows:

25. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to County with the Notice to Proceed.

26. As required by 2 CFR 200.331(a)(4), the indirect cost rate for this Project at the time the Agreement is written is 39.25%.

27. County shall invoice State using the current indirect cost rate on file with State at the time the work is performed, except that if County has selected zero percent (0%), County shall invoice State using the zero percent rate.

28. By signing this Federal-Aid Agreement, County agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, County received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, County shall report the total compensation and names of its top five executives to State. County shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "C".

29. Americans with Disabilities Act Compliance:

a. **General:** County agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) as identified in paragraph 1 of the **General Provisions** section of Local

Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

- b. **ADA Design Standards and Construction Specifications:** County agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.

- i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specifications 00180.50(g), or County's approved equivalent, County agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Regional Local Agency Liaison for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from County showing that each curb ramp meets ODOT standards and is ADA compliant.

ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstructionForms1.aspx>

- ii. **State Inspection:** County shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by County and prior to release of any County contractor.
- c. **Reimbursement:** State will not reimburse County for work that does not meet the applicable ODOT standards without an approved design exception, regardless of whether the work is on a State-owned or an County-owned facility.
- d. **Ongoing Maintenance and Inspection Obligation:** County shall, at its own expense, maintain and periodically inspect any Project sidewalks, curb ramps, and pedestrian activated signals on portions of the Project under County's maintenance jurisdiction upon Project completion and throughout the useful life of the Project to ensure continuing compliance with the ADA. This provision shall survive termination of the Agreement.

30. County shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b), which are incorporated by reference. State and County shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. County certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

SIGNATURE PAGE TO FOLLOW

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

This Project is in the 2015-2018 Statewide Transportation Improvement Program (STIP), (Key Number 17881), that was adopted by the Oregon Transportation Commission on December 18, 2014 (or subsequently by amendment to the STIP).

CLACKAMAS COUNTY, by and through its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

APPROVED AS TO FORM

By _____
County Counsel

Date _____

County Contact:

Joel Howie,
Civil Engineering Supervisor
150 Beaver Creek Road
Oregon City, OR 97045
jhowie@co.clackamas.or.us

State Contact:

Mahasti Hastings,
Local Agency Liaison
ODOT – Region 1
123 NW Flanders Street
Portland, OR 97209
(503) 731-8595
mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date: _____

EXHIBIT B REVISION 02
Progress Reports and Project Change Request process
Agreement 28216
Key 17881
SE 122nd Avenue and SE 132nd Avenue Sidewalk Connections

1. **Project Description**

Construction of approximately 2,300 feet of new curb and sidewalk in several segments on the west side of SE 122nd Avenue and the west side of SE 132nd Avenue. The new sidewalks will fill in the missing sidewalk sections on both streets between SE Sunnyside Road and SE Hubbard Road. The sidewalks will be at least six (6) feet wide, exclusive of curbs, except in areas specifically identified in a Project Change Request approved by both parties.

2. This Project is subject to progress reporting and project change process as stated in paragraphs No. 3 through No. 5 below.
3. **Monthly Progress Reports (MPR)** – County shall submit monthly progress reports using MPR Form 734-2862, attached by reference and made a part of this Agreement. The Monthly Progress Report is due by the 5th day of each month, starting the first month after execution of this Agreement, and continuing through the first month after State issues Project Acceptance (Second Note) for the Project's construction contract.

The fillable MPR form and instructions are available at the following address:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

4. **Project Milestones** – The Parties agree that the dates shown in Table 1 constitute the intended schedule for advancing and completing the Project. Project Milestones may only be changed through amendment of this Agreement, after obtaining an approved Project Change Request.

Table 1: Project Milestones

	Milestone Description	Completion Date
1.	Obligation (Federal Authorization) of Enhancement Funds for the Preliminary Engineering phase of Project	October 15, 2011
2.	Obligation (Federal Authorization) of Enhancement Funds for the Construction phase of Project	June 30, 2016
3.	Project Completion based on State issuing Project Acceptance or "Second Note"	March 31, 2018

5. **Project Change Request (PCR) Process** –County must obtain approval from State's Contact and State's Transportation Enhancement Program Manager for changes to the Project's scope, schedule, or budget as specified in Paragraphs 5a, 5b, and 5c below. County shall be fully responsible for all costs that occur outside the established Project scope, schedule or budget and prior to an approved PCR.
- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description (Paragraph 1 of this Exhibit).
 - b. **Schedule** - A PCR is required if County's or State's Contact anticipate that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. **Budget** - Total Project Cost and approved Enhancement funds for the Project are controlled by Terms of Agreement Paragraphs 2 and 2a, on pages 1 and 2 of this Agreement. A PCR is required to obtain State's approval for increased Enhancement funds for any phase of the Project.

County must submit all change requests using PCR Form 734-2863, attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to County. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A Project Change Request may be rejected at the discretion of State's Transportation Enhancement Program Manager.

The fillable PCR form and its instructions are available at the following web site:
<http://www.oregon.gov/ODOT/HWY/LGS/online.shtml>

6. **Consequence of Non-Performance** – If County fails to fulfill its obligations in Paragraphs 3 through 5 of this exhibit, or does not advance the Project according to the Project Milestones, State's course of action through the duration of County's default shall include (1) restricting County consideration from future funds awarded through State's Active Transportation Section, (2) withdrawing unused Project funds as specified in Special Provision #1 of this Agreement, and (3) terminating this Agreement as stated in Paragraphs Number 15a and 15b of this Agreement

Exhibit C

**Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting**

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)
The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.

b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
-----------	-------	------

Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453

DRAFT

Approval of Previous Business Meeting Minutes:

August 17, 2017

August 24, 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, August 17, 2017 - 10:00 AM

BOARD OF COUNTY COMMISSIONERS

Clackamas County Fairgrounds

694 NE 4th Ave., Canby Oregon 97013

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



CALL TO ORDER

■ Roll Call

Pledge of Allegiance

- The Color Guards for today - VFW 1324

Chair Bernard recess as the Board of County Commissioners and convened as the Housing Authority Board for the next two items. He introduced Housing Authority Commissioner Paul Reynolds.

I. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution No. 1921 Approving the Housing Authority's Certification for the Section 8 Management Assessment Program
2. Approval of a Professional Contract for Relocation Services with DDV Consulting Services

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Reynolds: Aye.
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 6-0.

Chair Bernard adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

II. PRESENTATIONS

1. Welcome to the Fair from Laurie Bothwell, Executive Director
Laurie Bothwell, Executive Director of the Clackamas County Fair, welcomed the Board to the 2017 Clackamas County Fair and Rodeo - "5 Days of Fun!" She introduced the Clackamas County Fair Board members who were in attendance.
2. 4-H Presentation
Wendy Hein's introduce several 4-H Students who presented their 4-H projects.

III. CITIZEN COMMUNICATION

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

1. William Gifford, Oregon City – Thanks the County for the Homeless Veteran’s Pods.
2. Les Poole, Gladstone – supporting the County Fair and 4-H.
3. Harry Wise, Oregon City – importance of the preserving history including historic statues/monuments.
4. Eric Hofeld, Clackamas – filling the vacant HB 38 seat.

IV. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title.

Commissioner Fischer asked that we move item A.2 to Discussion.

Chair Bernard asked for a motion for the Consent agenda removing item A.2.

MOTION:

Commissioner Humberston: I move we approve the consent agenda as amended.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Application to the US Department of Housing and Urban Development, Continuum of Care Program Annual Renewal of Funds – *Housing & Community Development*

2. Approval of a Cooperation Agreement with Catholic Charities and the Housing and Community Development Division for Homeless Veteran Shelter Pre-Development Activities – *Housing & Community Development*

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

MOTION:

Commissioner Humberston: I move we approve the Cooperation Agreement with Catholic Charities and the Housing and Community Development Division for Homeless Veteran Shelter Pre-Development Activities.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

3. Approval of an Intergovernmental Sub-recipient Agreement with Clackamas Education Service District for Focused Child Care Networks – *Children, Youth & Families*

B. Department of Transportation & Development

1. Approval of the Intergovernmental Agreement with the City of Happy Valley Regarding Administration of the Joint Capital Improvement Plan Area

C. Business & Community Services

1. Approval of the Library Services and Technology Act (LSTA) Grant Agreement between the State Library of Oregon and Business & Community Services on behalf of LINCC (Libraries in Clackamas County)

V. COUNTY ADMINISTRATOR UPDATE

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

VI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:28 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

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, August 24, 2017 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Recognition of the 2017 NACo Achievement Award Program
Beth Byrne, Public & Government Affairs presented the staff report. The County received two awards this year from NACo. First Award - 2017 Digital Counties Survey, she introduced David Cummings, Technology Services Director who spoke regarding this award. Second Award - The Neighborhood Livability Project, Criminal Justice and Public safety, she introduced Bill Steward, District Attorney's Office and Lieutenant Gram Phalen, Sheriff's Office who spoke regarding this award.

~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Les Poole, Gladstone – spoke about the successful County Fair; thanked the County for the eclipse glasses; thanked PGA for their work; also issues coming up including libraries, Park Ave. and housing for Veterans.

III. PREVIOUSLY APPROVED LAND USE ISSUE (No public testimony on this item)

1. **Board Order No. 2017-99** Adoption of a Previously Approved Comprehensive Plan Map Amendment and Zone Change, Z0067-17-CP & Z0068-17-ZAP – Rose Villa Inc., Comprehensive Plan Map/Zone Change - *Previously approved July 19, 2017*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we approve the Board Order for the Comprehensive Plan Map Amendment and Zone Change, Z0067-17-CP & Z0068-17-ZAP – Rose Villa Inc., as previously approved at the July 19, 2017 Land Use hearing.

Commissioner Savas: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

- Board Order No. 2017-100** Adoption of a Previously Approved Exception to Statewide Planning Goal 3 and Conditional Use Permit Z0115-17-CP & Z0116-17-C, Duus Solar, Goal Exception/Conditional Use - *Previously approved August 2, 2017*

Nate Boderman, County Counsel presented the staff report.

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

Chair Bernard asked for a motion.

MOTION:

Commissioner Savas: I move we approve the Board Order for the Exception to Statewide Planning Goal 3 and Conditional Use Permit Z0115-17-CP & Z0116-17-C, Duus Road Solar Facility, Goal Exception/Conditional Use, as previously approved at the August 2, 2017 Land Use hearing.

Commissioner Schrader: Second.

all those in favor/opposed:

Commissioner Fischer: No.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: No – the Ayes have it, the motion passes 3-2.

IV. BOARD DISCUSSION ITEM

Board of County Commissioners

- Resolution No. 2017-101** Affirming Clackamas County's Commitment to Exploring Opportunities for Transitional Shelter Communities

Commissioner Fischer introduced the resolution.

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

The Commissioners made some changes to the resolution.

Commissioner Fischer read the amended resolution in full.

Chair Bernard asked for a motion.

MOTION:

Commissioner Fischer: I move we approve the resolution affirming Clackamas County's commitment to exploring opportunities for transitional shelter communities as amended today.

Commissioner Humberston: Second.

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

all those in favor/opposed:

Commissioner Fischer: Aye.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

V. READING AND ADOPTION OF PREVIOUSLY APPROVED LAND USE ORDINANCE

(No public testimony on this item)

- Adoption of Zoning and Development Ordinance (ZDO) 267, Amendments to the Comprehensive Plan and Zoning and Development Ordinance to Allow Transition Shelter Communities - *Previously approved August 2, 2017*

Nate Boderman, County Counsel presented the staff report.

Chair Bernard asked for a motion.

MOTION:

Commissioner Humberston: I move we read ZDO-267 by title only.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.
Chair Bernard asked the Clerk to read the Ordinance by title only, then asked for a motion to adopt the ZDO-267.

MOTION:

Commissioner Savas: I move we Adoption of Zoning and Development Ordinance 267, Amendments to the Comprehensive Plan and Zoning and Development Ordinance to Allow Transition Shelter Communities, as previously approved at the August 2, 2017 Land Use hearing.
Commissioner Humberston: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

VI. CONSENT AGENDA

Chair Bernard asked the Clerk to read the consent agenda by title, he then asked for a motion. ~Board Discussion~ <http://www.clackamas.us/bcc/business.html>

MOTION:

Commissioner Humberston: I move we approve the consent agenda.
Commissioner Savas: Second.
all those in favor/opposed:
Commissioner Fischer: Aye.
Commissioner Humberston: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Bernard: Aye – the Ayes have it, the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Sub-recipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
2. Approval of a Cooperation Agreement with Clackamas Service Center and the Housing and Community Development Division for Activities to Remediate Fire Damage and Support Continuation of Services – *Housing & Community Development*
3. Approval of a Local Recipient Grant Agreement with Northwest Family Services for Children of Incarcerated Parents and Parenting Inside Out Services – *Children, Youth & Families*
4. Approval of an Agency Services Contract with Cascadia Behavioral Healthcare for Crisis Respite Services – *Behavioral Health*

5. Approval of an Intergovernmental Agreement with South Metro Area Regional Transit (SMART), a Department of the City of Wilsonville for Providing Transportation Services to Residents Living in Villebois Community Housing Site – *Behavioral Health*
6. Approval of a Sub-recipient Grant Agreement with the Mental Health Association of Oregon (MHAO) for Alcohol and Drug Peer Support – *Behavioral Health*
7. Approval of an Agency Services Contract with ColumbiaCare Services, Inc. for Residential Treatment Services – *Behavioral Health*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Clackamas County Service District No.1 Related to Repair of Sanitary Lines on Last Road
2. Approval of Addendum to Intergovernmental Agreement 2011-4793 with the City of Canby for Grading, Building Inspection, Plan Review and Permitting Services
3. Authorizing the Disposition of Clackamas County Surplus Property to the Clackamas County Development Agency

C. Finance Department

1. Approval of a Contract with Konell Construction & Demolition Corp. for the Demolition of the Dorman Center Building Project – *Facilities Management*

D. Elected Officials

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Request by the Clackamas County Sherriff's Office to Enter into an Annual Operating Plan and Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan - *CCSO*

E. Department of Human Resources

1. Approval of Clackamas County Providence Health Medical Benefit Plan Documents for January 1, 2017 to December 31, 2017
2. Approval of Clackamas County Delta Dental Benefit Plan Documents for January 1, 2017 to December 31, 2017
3. Approval of Renewal No. 4 and Amendment No. 3 to the Contract with Vericclaim, Inc. (formerly Farrell & associates) for Self-Insured Liability Claim Administration - *Procurement*

F. Community Corrections

1. Approval of Intergovernmental Agreement No. 5451 with the State of Oregon, Department of Corrections for the 2017-2019 Grant-in-Aid Funding for Community Corrections Programs and the Community Corrections 2017-2019 Biennium Plan
2. Approval of Intergovernmental Agreement No. 5420 with the State of Oregon, Department of Corrections for the 2017-2019 Measure 57 Supplemental Funds for Clackamas County Community Corrections Programs

G. Public & Government Affairs

1. **Board Order No's. 2017-102 and 2017-103** for Transfer Control of Wave Division VII, LLC Franchises in Sandy and Canby/Molalla

VII. SERVICE DISTRICT NO. 5 (Street Lighting)

1. **Board Order No. 2017-104** Certifying the 2017-18, Assessment Roll for Clackamas County Service District No. 5 (Street Lighting)

VIII. DEVELOPMENT AGENCY

1. Acceptance of Clackamas County Surplus Property by Bargain and Sale Deed

IX. WATER ENVIRONMENT SERVICES

(Service District No. 1)

1. Approval of an Intergovernmental Agreement with Clackamas County Department of Transportation & Development Related to Repair of Sanitary Lines on Last Road

X. COUNTY ADMINISTRATOR UPDATE

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

XI. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:40 AM

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Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 21, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the
State of Oregon Department of Transportation and Clackamas County
for participation in the Oregon Motor Carrier Safety Action Plan

Purpose/Outcome	This Intergovernmental Agreement covers the enforcement of motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit "A" attached. The purpose is to facilitate increased inspection of commercial vehicles, drivers, general cargo or hazardous materials, in order to enhance highway safety.
Dollar Amount and Fiscal Impact	The amount shall not exceed \$75,000.00 in state funds (and not to exceed \$113.75 per qualifying safety stop), which may be increased by a fully executed amendment.
Funding Source	The State of Oregon, Department of Transportation is the source of funds for this agreement.
Safety Impact	Said activities will increase inspection of commercial vehicles, drivers, general cargo or hazardous materials to enhance highway safety.
Duration	The term of this agreement begins upon full execution through completion of the project and final payment or June 30, 2018, whichever is sooner, unless extended by a fully executed amendment.
Previous Board Action/Review	The County Board of Commissioners has previously approved an intergovernmental agreement with the State of Oregon DOT for participation in this Action Plan.
Contact Person	Sergeant John Naccarato, ph. 503-785-5092
Contract No.	Agreement No. 31955

BACKGROUND:

This Intergovernmental Agreement between the State of Oregon, Department of Transportation and Clackamas County, allows for the County to enforce motor carrier safety regulations in mutually agreed upon highway locations, as identified in Exhibit "A" in order to enhance highway safety.

RECOMMENDATION:

Staff recommends the Board approve of this agreement between the Clackamas County Sheriff's Office and the State of Oregon Department of Transportation.

Respectfully submitted,

Craig Roberts, Sheriff

"Working Together to Make a Difference"

INTERGOVERNMENTAL AGREEMENT
Oregon Motor Carrier Safety Action Plan
(MCSAP)

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

RECITALS

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

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

DEFINITIONS

1. "Authorized Representative" as defined in ORS 825.250(2), means a city, agency or state employee who has been trained and certified by Oregon Department of Transportation (ODOT), as a commercial vehicle inspector, as defined in Oregon Administrative Rules (OAR) 740-100-0015, and who is employed either by ODOT or by an agency that has an agreement with ODOT to provide inspections of commercial vehicles, drivers, general cargo or hazardous materials.

2. "Commercial Motor Vehicle (CMV)" means any self-propelled or towed motor vehicle used on a highway in commerce to transport passengers or property when the vehicle has a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds or more or is designed or used to transport more than 8 passengers, including the driver, for compensation or is designed or used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation or is used in transporting as hazardous material as defined by the U.S. Department of Transportation under 49 U.S.C. 5103 and transported in a quantity requiring placarding under regulations found in 49 CFR, subtitle B, chapter I, subchapter C.

3. "Qualifying Safety Stop (QSS)" means a stop of a CMV that result in a truck/driver inspection report and a written traffic citation or written warning for unlawful/unsafe driving behavior.

4. "Highway" means every public way, road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of this state, open, used or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

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

TERMS OF AGREEMENT

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

State/Agency No. 31955

- d. Motor Carrier Name
 - e. Motor Carrier US DOT Number
 - f. Driver Name and Driver License Number
 - g. Reason for QSS
 - h. Violation(s)
 - i. Out of Service defects (if applicable)
9. Agency shall submit monthly, an Invoice Cover Sheet see Exhibit B, attached hereto and by this reference made a part hereof, that identifies the number of QSS inspections along with corresponding citations and written warnings. Submission of all inspections, citations and written warnings for the previous month shall be submitted, to State's Project Manager for review and approval, no later than the 20th of each month. Under no conditions shall State's obligations exceed \$113.75 per QSS and the total payments made by State shall not exceed \$75,000.00. Travel expenses will not be reimbursed.
10. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
11. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
12. Agency shall not enter into any subcontracts for any of the work schedules under this agreement without obtaining prior written approval from State.
13. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
14. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under

State/Agency No. 31955

2. The term of this Agreement shall begin on the date all required signatures are obtained, unless terminated earlier as set forth herein, upon completion of the project and final payment or June 30, 2018, whichever is sooner, unless extended by a fully executed amendment.

Agency OBLIGATIONS

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

State/Agency No. 31955

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

15. Agency's Project Manager for this Project is Sergeant John Naccarato, Traffic Team Supervisor, Clackamas County Sheriff's Office 2223 Kaen Rd., Oregon City OR 97045, Phone 503-785-5092, Email: Johnnac@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed, State agrees to pay Agency within forty-five (45) days of receipt by State of eligible inspections, citations or written warnings a maximum amount of \$113.75 per QSS.
2. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
3. State's Project Manager for this Project is David McKane Safety Program Manager, 3930 Fairview Industrial Dr. SE Salem OR 503.373.0884, David.J.McKane@odot.state.or.us or assigned designee, upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

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

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

State/Agency No. 31955

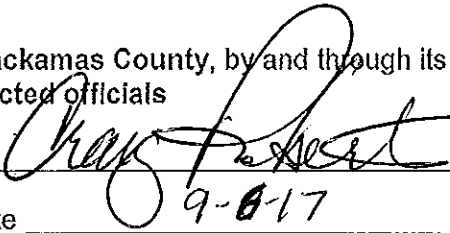
it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

Signature Page to Follow

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

Clackamas County, by and through its elected officials

By 
Date 9-8-17

By _____
Date _____


STATE OF OREGON, by and through its Department of Transportation

By _____
Motor Carrier Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

APPROVED AS TO LEGAL FORM

By 
Counsel

Date 8/29/17

Agency Contact:
John Naccarato
Traffic Team Supervisor
2223 Kaen Rd
Oregon City, OR 97045
Phone 503-785-5092
Email: johnnac@co.clackamas.or.us

By _____
David McKane, Manager Motor Carrier Safety Program
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By: N/A
Assistant Attorney General (If Over \$150,000)

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

State/Agency No. 31955

EXHIBIT A
Agency PATROL Locations

The Clackamas County Sherriff's Office and the Department of Transportation agree that inspections conducted on State, County and Municipal highways within the official limits of Clackamas County qualify for CMV QSSs.

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



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 21, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to apply for the DUII Grant with the Oregon State Sheriff's Association for the 2017-2018 grant year

Purpose/Outcome	The purpose of this grant is to participate in two mandatory National Highway Traffic Safety Association (NHTSA) "Crackdown" events, and other local High Visibility Enforcement (HVE) events of our choosing (which are pre-selected on file with the OSSA) or sudden events which are likely to involve impaired drivers.
Dollar Amount and Fiscal Impact	The total annual contract amount is \$30,000.00. CCSO submits the event planning and budget worksheet for respective event participation and expenses for reimbursement of any applicable staff time for the given reporting period.
Funding Source	The Oregon State Sheriff's Association is the source of the grant funds.
Safety Impact	Each participating agency is required to participate in three specific blitz periods (noted below).
Duration	Applicable period: 10/01/17 - 09/30/18
Previous Board Action/Review	This is a recurring, annual grant that the Sheriff's Office has applied for and been awarded, which has been consistently approved by the County Board of Commissioners.
Contact Person	Sergeant Richard Sheldon, ph. 503-785-5119 or Sergeant Jason Ritter, ph. 503-682-1012
Contract No.	Not applicable

BACKGROUND:

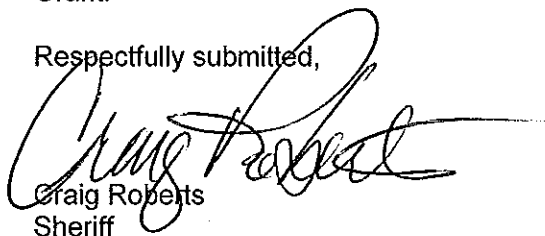
The Oregon State Sheriff's Association offers reimbursement for officer overtime for enforcement focusing on the two mandatory NHTSA "Crackdown" events, and other local events which are likely to involve impaired drivers. The mandatory events include:

- Christmas 2017/New Year's 2018 – December 13, 2017 through January 1, 2018
- Labor Day 2017 – August 17, 2018 through September 3, 2018

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve this grant application request by the Clackamas County Sheriff's Office for the Oregon State Sheriff's Association DUII 2017/2018 Grant.

Respectfully submitted,



Craig Roberts
Sheriff

Approved by:

Jim Bernard
Board of County Commissioners Chair

"Working Together to Make a Difference"



Oregon State Sheriffs' Association

Conservators of the Peace

Toll Free In Oregon (800) 624-4405

Salem (503) 364-4204

Fax (503) 364 -2059

2017-2018 DUII GRANT APPLICATION

164AL-18-14-21 CFDA #20.616

AGENCY: Clackamas County Sheriff's Office

This agency is applying for **\$30,000.00** in DUII Grant dollars for the 2017/2018 grant year, October 1, 2017 through September 30, 2018. I agree to the grant program requirements listed below and acknowledge that I have received an electronic copy of:

- FFY Agreements and Assurances

I authorize the following employees to sign our claims for reimbursement:

1. Rank/Name Sgt. Richard Sheldon 2. Rank/Name Sgt. Jason Ritter 3. Rank/Name _____

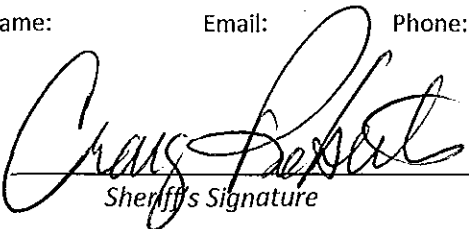
Please list your agency's DUII Grant Coordinator(s) and any other staff you would like to receive grant emails:

Rank/Name: Sgt. Richard Sheldon Email: rsheldon@co.clackamas.or.us Phone: (503)785-5119

Rank/Name: Sgt. Jason Ritter Email: jasonrit@co.clackamas.or.us Phone: (503)682-1012

Rank/Name: Email: Phone:

Rank/Name: Email: Phone:

X 

 Sheriff's Signature

Print Name: Roberts, Craig Date: 9-6-17

Please fill out this application, print, sign and mail to OSSA, Attn: Marianne Novotny, P.O. Box 7468, Salem, OR 97303 by **August 18, 2017**. Your allocation will be entered and a signed copy will be mailed to you as the official notification of your agency's grant award.

\$ _____	_____	_____
Amount Granted	OSSA Program Coordinator	Date

Your participation in the 2017-2018 DUII Grant includes the following grant requirements:

- Participate in the following two mandatory NHTSA National “Crackdown” events:

Christmas 2017 / New Year’s 2018	December 13, 2017 through January 1, 2018
Labor Day 2017	August 17, 2018 through September 3, 2018
- Include a list of agency-selected optional events, if any, with this application.
- Initiate news media: press releases, radio interviews, and/or social media for all pre-scheduled HVE events, informing the public of the focus of the events and the results. The two NHTSA Crackdown events require media releases pre-, mid- and post-event. All other events require only a pre- and post-event media release. With the exception of the events requiring a mid-event press release, media releases can be issued once at the start of each month, listing the results of HVE Enforcement efforts for the previous month and announcing events scheduled for the current month. It can include the results of any Safety Belt HVE events also.
- Complete a Deputy Report form furnished by OSSA for the 2017-2018 grant year for each overtime shift worked, and submit with the HVE Event report.
- Submit a signed HVE Event Report form furnished by OSSA for the 2017-2018 grant year to the Oregon State Sheriffs’ Association by the 5th day of the month following the HVE event.
- Provide statistics on straight time patrol hours and patrol activities (Agency Match) that are equal to or greater than 20% of your total DUII grant allocation listed above. Common match items include volunteer time, straight time traffic enforcement, patrol vehicle engine hours, deputy training time, etc.
- Counties receiving these funds will ensure that all deputies participating in this grant have received SFST, ARIDE or Drug Recognition Expert training or attended a NHTSA-sanctioned SFST refresher training course within the past three (3) years of working the grant.

Optional activities:

- Local HVE events of your choosing. (Please list on the attached HVE worksheet).

Activities eligible for reimbursement:

- Participation in the two mandatory NHTSA events of Christmas/New Year’s and Labor Day, and optional pre-selected High Visibility Enforcement (HVE) events as determined by your agency according to local need.
- Deputy overtime to prepare grant reporting materials.
- Per ODOT your HVE events must be on file with OSSA prior to the event and require press releases; however, if there are sudden events that come up such as rave parties, large gatherings assembling quickly, or previously unknown events, ODOT has authorized counties to utilize DUII grant funds if the event is likely to involve impaired drivers. These events will be reimbursed by OSSA apart from your agency’s allocation for the year.

2017-2018 High Visibility Enforcement Grant – OSSA

HVE Event Planning and Budget Worksheet

County: _____ Clackamas County Sheriff's Office _____

Participation Requirement	Event Name	Event Dates	Number of Proposed Shifts	Number of Officers	Proposed Event Budget
NHTSA Mandatory Participation	Christmas/New Year's	12/13/2017-1/1/2018			
<i>NHTSA Recommended Participation</i>	Super Bowl	2/4/2018			
<i>NHTSA Recommended Participation</i>	St. Patrick's Day	3/17/2018			
<i>NHTSA Recommended Participation</i>	Memorial Day Weekend	5/26/2018-5/28/2018			
<i>NHTSA Recommended Participation</i>	Fourth of July	7/3/18-7/5/2018			
NHTSA Mandatory Participation	Labor Day	8/17/2018-9/3/2018			
Local Event <i>(Agency Discretion)</i>	#1 Hunting/Fall Weekend	10/06/2017-10/8/2017			
Local Event <i>(Agency Discretion)</i>	#2 Hunting/Fall Weekend	10/13/2017-10/15/2017			
Local Event <i>(Agency Discretion)</i>	#3 Hunting/Fall Weekend	10/20/2017-10/22/2017			
Local Event <i>(Agency Discretion)</i>	#4 Hunting/Fall Weekend	10/27/2017-10/29/2017			

Total Agency Grant Request	
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Add additional pages if needed

2017-2018 High Visibility Enforcement Grant – OSSA

HVE Event Planning and Budget Worksheet

County: Clackamas County Sheriff's Office

Participation Requirement	Event Name	Event Dates	Number of Proposed Shifts	Number of Officers	Proposed Event Budget
Local Event <i>(Agency Discretion)</i>	Halloween	10/31/2017			
Local Event <i>(Agency Discretion)</i>	#1 Winter Weekend DUI near ski resorts	11/3/2017-11/5/2017			
Local Event <i>(Agency Discretion)</i>	#2 Winter Weekend DUI near ski resorts	11/10/2017-11/12/2017			
Local Event <i>(Agency Discretion)</i>	#3 Winter Weekend DUI near ski resorts	11/17/2017-11/19/2017			
Local Event <i>(Agency Discretion)</i>	Thanksgiving Week	11/20/2017-11/26/2017			
Local Event <i>(Agency Discretion)</i>	#4 Winter Weekend DUI near ski resorts	12/1/2017-12/3/2017			
Local Event <i>(Agency Discretion)</i>	#5 Winter Weekend DUI near ski resorts	12/8/2017-12/10/2017			
Local Event <i>(Agency Discretion)</i>	#6 Winter Weekend DUI near ski resorts	01/05/2018-01/07/2018			
Local Event <i>(Agency Discretion)</i>	#7 Winter Weekend DUI near ski resorts	01/12/2018-01/14/2018			
Local Event <i>(Agency Discretion)</i>	#8 Winter Weekend DUI near ski resorts	01/19/2018-01/21/2018			

Total Agency Grant Request	
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Add additional pages if needed

2017-2018 High Visibility Enforcement Grant – OSSA

HVE Event Planning and Budget Worksheet

County: Clackamas County Sheriff's Office

Participation Requirement	Event Name	Event Dates	Number of Proposed Shifts	Number of Officers	Proposed Event Budget
Local Event (Agency Discretion)	#9 Winter Weekend DUI near ski resorts	01/26/2018-01/28/2018			
Local Event (Agency Discretion)	#10 Winter Weekend DUI near ski resorts	02/02/18-02/04/2018			
Local Event (Agency Discretion)	#11 Winter Weekend DUI near ski resorts	02/09/2018-02/11/2018			
Local Event (Agency Discretion)	Valentine's Day	02/14/2018			
Local Event (Agency Discretion)	#12 Winter Weekend DUI near ski resorts	02/16/2018-02/18/2018			
Local Event (Agency Discretion)	#13 Winter Weekend DUI near ski resorts	02/23/2018-02/25/2018			
Local Event (Agency Discretion)	#14 Winter Weekend DUI near ski resorts	03/02/2018-03/04/2018			
Local Event (Agency Discretion)	#15 Winter Weekend DUI near ski resorts	03/09/2018-03/11/2018			
Local Event (Agency Discretion)	#16 Winter Weekend DUI near ski resorts	03/17/2018-03/18/2018			
Local Event (Agency Discretion)	#17 Winter Weekend DUI near ski resorts	03/23/2018-03/25/2018			

Total Agency Grant Request	
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Add additional pages if needed

2017-2018 High Visibility Enforcement Grant – OSSA

HVE Event Planning and Budget Worksheet

County: _____ Clackamas County Sheriff's Office _____

Participation Requirement	Event Name	Event Dates	Number of Proposed Shifts	Number of Officers	Proposed Event Budget
Local Event (Agency Discretion)	#18 Winter Weekend DUI near ski resorts	03/30/2018-04/01/2018			
Local Event (Agency Discretion)	#19 Winter Weekend DUI near ski resorts	04/06/2018-04/08/2018			
Local Event (Agency Discretion)	#20 Winter Weekend DUI near ski resorts	04/13/2018-04/15/2018			
Local Event (Agency Discretion)	#21 Winter Weekend DUI near ski resorts	04/20/2018-04/22/2018			
Local Event (Agency Discretion)	#22 Winter Weekend DUI near ski resorts	04/27/2018-04/29/2018			
Local Event (Agency Discretion)	#1 Summer weekends to staff river/parks area with high history of alcohol use	05/04/2018-05/06/2018			
Local Event (Agency Discretion)	#2 Summer weekends to staff river/parks area with high history of alcohol use	05/11/2018-05/13/2018			
Local Event (Agency Discretion)	#3 Summer weekends to staff river/parks area with high history of alcohol use	05/18/2018-05/20/2018			
Local Event (Agency Discretion)	#4 Summer weekends to staff river/parks area with high history of alcohol use	05/25/2018-05/27/2018			
Local Event (Agency Discretion)	#5 Summer weekends to staff river/parks area with high history of alcohol use	06/01/2018-06/03/2018			

Total Agency Grant Request	
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Add additional pages if needed

**2017-2018 High Visibility Enforcement Grant – OSSA
HVE Event Planning and Budget Worksheet**

County: Clackamas County Sheriff's Office

Participation Requirement	Event Name	Event Dates	Number of Proposed Shifts	Number of Officers	Proposed Event Budget
Local Event (Agency Discretion)	#6 Summer weekends to staff river/parks area with high history of alcohol use	06/08/2018-06/10/2018			
Local Event (Agency Discretion)	#7 Summer weekends to staff river/parks area with high history of alcohol use	06/15/2018-06/17/2018			
Local Event (Agency Discretion)	#8 Summer weekends to staff river/parks area with high history of alcohol use	06/22/2018-06/24/2018			
Local Event (Agency Discretion)	#9 Summer weekends to staff river/parks area with high history of alcohol use	06/29/2018-07/01/2018			
Local Event (Agency Discretion)	#10 Summer weekends to staff river/parks area with high history of alcohol use	07/06/2018-07/08/2018			
Local Event (Agency Discretion)	#11 Summer weekends to staff river/parks area with high history of alcohol use	07/13/2018-07/15/2018			
Local Event (Agency Discretion)	#12 Summer weekends to staff river/parks area with high history of alcohol use	07/20/2018-07/22/2018			
Local Event (Agency Discretion)	#13 Summer weekends to staff river/parks area with high history of alcohol use	07/27/2018-07/29/2018			
Local Event (Agency Discretion)	#14 Summer weekends to staff river/parks area with high history of alcohol use	08/03/2018-08/05/2018			
Local Event (Agency Discretion)	#15 Summer weekends to staff river/parks area with high history of alcohol use	08/10/2018-08/12/2017			

Total Agency Grant Request	
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**2017-2018 High Visibility Enforcement Grant – OSSA
HVE Event Planning and Budget Worksheet**

County: _____ Clackamas County Sheriff's Office _____

Participation Requirement	Event Name	Event Dates	Number of Proposed Shifts	Number of Officers	Proposed Event Budget
Local Event (Agency Discretion)	#16 Summer weekends to staff river/parks area with high history of alcohol use	09/07/2018-09/09/2018			
Local Event (Agency Discretion)	#17 Summer weekends to staff river/parks area with high history of alcohol use	09/14/2018-09/16/2018			
Local Event (Agency Discretion)	#18 Summer weekends to staff river/parks area with high history of alcohol use	09/21/2018-09/23/2018			
Local Event (Agency Discretion)	#19 Summer weekends to staff river/parks area with high history of alcohol use	09/28/2018-09/30/2018			
Local Event (Agency Discretion)					
Local Event (Agency Discretion)					
Local Event (Agency Discretion)					
Local Event (Agency Discretion)					
Local Event (Agency Discretion)					
Local Event (Agency Discretion)					
Local Event (Agency Discretion)					

Total Agency Grant Request	
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Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

September 21, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to accept a Safety Belt Grant with the
Oregon State Sheriff's Association 10/01/17 - 09/30/18

Purpose/Outcome	The purpose of this grant is to increase compliance with Oregon Motor Vehicle occupant restraint laws toward the State's goal of minimizing traffic crash fatalities and injuries.
Dollar Amount and Fiscal Impact	The total annual contract amount is \$25,000.00. Match for the grant is budgeted at straight time. CCSO submits monthly grant reports which would include reimbursement of any applicable staff time for the given reporting period.
Funding Source	The Oregon State Sheriff's Association is the source of the grant funds.
Safety Impact	Each participating agency is required to participate in three specific blitz periods (noted below).
Duration	Effective 10/01/17 - 09/30/18
Previous Board Action/Review	This is a recurring, annual grant that has been consistently approved by the County Board of Commissioners.
Contact Person	Sergeant John Naccarato, ph. 503-785-5092
Contract No.	Not applicable

BACKGROUND:

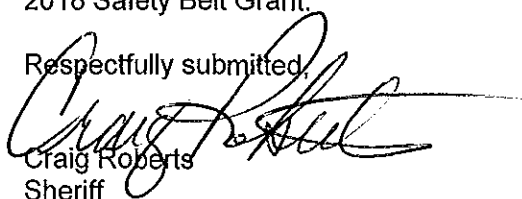
The Oregon State Sheriff's Association offers reimbursement for officer overtime for enforcement focusing on occupant restraint, speed and other traffic violations. This program is intended to meet the objective of increasing compliance with Oregon Motor Vehicle occupant restraint laws toward the State's goal of minimizing traffic crash fatalities and injuries. This is accomplished by each fund recipient participating in the following three blitz periods:

- February 5-18, 2018 will emphasize Belts/Child Restraints, Texting and Speed;
- May 14-27, 2018 will emphasize Night Time/Daytime Belts, Minors in Open Pickup Beds – *Click It or Ticket Mobilization*; and
- August 20-September 2, 2018 will emphasize Child Seats/Fitting Station Referrals, Texting and Speed.

RECOMMENDATION:

It is recommended that the Board of County Commissioners accept this grant agreement between the Clackamas County Sheriff's Office and the Oregon State Sheriff's Association for the FY2017-2018 Safety Belt Grant.

Respectfully submitted,


Craig Roberts
Sheriff

Approved by:

Jim Bernard
Board of County Commissioners Chair

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Oregon State Sheriffs' Association

Conservators of the Peace

Toll Free In Oregon (800) 624-4405

Salem (503) 364-4204

Fax (503) 364 -2059

2017-2018 SAFETY BELT GRANT APPLICATION

M1HVE-18-46-08 CFDA #20.616

AGENCY: Clackamas County Sheriff's Office

This agency is applying for **\$25,000** in Safety Belt Grant dollars for the 2017-2018 grant year, October 1, 2017 through September 30, 2018. I agree to the grant program requirements listed below and acknowledge that I have received an electronic copy of:

- Safety Belt Overtime Grants FY2018 BASIC GRANT POLICIES
- FFY Agreements and Assurances

I authorize the following employees to sign the monthly OSSA Safety Belt report, which is our claim for reimbursement:

1. Rank/Name Sgt. John Naccarato 2. Rank/Name Lt. Graham Phalen 3. Rank/Name Capt. Jeff Smith
4. Rank/Name

Please list your agency's Safety Belt Traffic Grant Coordinator(s) and any other staff you would like to receive grant emails:

Rank/Name: Sgt. John Naccarato Email: johnnac@clackamas.us Phone: (503) 785-5092

Rank/Name: Email: Phone:

Rank/Name: Email: Phone:

Rank/Name: Email: Phone:

X

Craig Roberts

Sheriff's Signature

Print Name: Craig Roberts Date: 9-6-17

Please fill out this application, print, sign and mail to OSSA, Attn: Marianne Novotny, P.O. Box 7468, Salem, OR 97303 by **August 18, 2017**. Your allocation will be entered and a signed copy will be mailed to you as the official notification of your agency's grant award.

\$ _____	_____	_____
Amount Granted	OSSA Program Coordinator	Date

Mailing Address: P.O Box 7468, Salem, Oregon 97303

Your participation in the 2017-2018 Safety Belt Grant includes the following grant requirements:

- Participate in the following three (3) Blitz periods for 2018:

Blitz #1 - February 5 – 18, 2018 (Monday through Sunday)
Emphasis: Belts/Child Restraints, Texting and Speed

Blitz #2 - May 14 – 27, 2018 (Monday through Sunday)
Emphasis: Night Time/Daytime Belts, Minors in Open Pickup Beds
Click It or Ticket Mobilization

Blitz #3 - August 20 – September 2, 2018 (Monday through Sunday)
Emphasis: Child Seats/Fitting Station Referrals, Texting and Speed

- Initiate news media: press releases, radio interviews, and/or social media, informing the public of the focus of the three blitzes and the results.
- Conduct an observed-use 100 car survey at the beginning and end of the grant year. Volunteers or grant overtime may be used for this activity.
- Complete a Deputy Report form furnished by OSSA for the 2017-2018 grant year, for each overtime shift worked, and submit with the monthly report.
- Complete a monthly report form furnished by OSSA for the 2017-2018 grant year and submit to the Oregon State Sheriffs' Association by the 5th of the following month.
- Provide statistics on straight time patrol hours and patrol activities (Agency Match) that are equal to or greater than 20% of your total Safety Belt grant allocation listed above. Common match items include volunteer time, straight time traffic enforcement, patrol vehicle engine hours, deputy training time, etc.

Activities eligible for reimbursement:

- Deputy overtime patrol at any time, focusing on occupant restraint, speed, distracted driving and other traffic violations.
- Deputy overtime to prepare grant reporting materials.
- Deputy overtime to promote public education activities with the media.
- Deputy overtime (up to 35% of your total grant) for conducting public education activities that promote occupant restraint use, such as child seat inspections and community traffic safety events.
- Attend National Standardized Child Passenger Safety Technician Certification training. Roundtrip mileage (at state rates) and course fees are eligible for reimbursement.

**Safety Belt Overtime Grants FY2018
BASIC GRANT POLICIES**

The objective of ODOT's safety belt overtime grant program is to increase compliance with Oregon's occupant restraint laws towards the State's goal of reducing traffic crash fatality and injury rates. The following grant policies are consistent with an overall strategy of using "high-visibility traffic law enforcement to increase public awareness and compliance" with Oregon's safety belt and child restraint laws.

ACTIVITIES ELIGIBLE FOR REIMBURSEMENT:

Required Activities ---

- Officer **overtime (OT)** for enforcement focusing on occupant restraint, speed & other traffic violations (**up to 100% of total grant.**)
- Officer **overtime** to conduct observed use surveys at beginning and end of year.
- Officer **overtime** to prepare grant reporting materials.

Optional Activities ---

- Officer **overtime** for conducting public education activities that promote proper occupant restraint use. Examples include child seat inspections, community traffic safety events, safety belt alternative sentencing courses. (**Up to 35% of total grant.**)
- Officer **overtime** to promote safety belt enforcement blitzes or child passenger safety events with the media.
- **Roundtrip mileage (at state rates) and course fees to undergo National Standardized Child Passenger Safety Technician Certification training.**

Reporting Enforcement "Contacts". Total contacts are the sum of cites and warns issued during the reporting period. Contacts are recorded separately for overtime during blitz periods, overtime outside blitz periods, and those made on straight time.

Match. Match is calculated as the value of any item or service the grantee agency contributes to promoting "traffic safety" in general. Common match items include volunteer time, straight time traffic enforcement, patrol vehicle engine hours, officer training time, etc.

Use of "Reserve" Officers. Reserves may work **overtime** in accordance with their own agency policy and union contract provisions. Their participation may be counted as match.

FFY Agreements and Assurances

Failure to comply with applicable Federal statutes, regulations and directives may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

Each fiscal year the State will sign these Certifications and Assurances that the State complies with all applicable Federal statutes, regulations, and directives in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended;
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

Section 402 Requirements (as amended by Pub. L. 112-141)

The Governor is responsible for the administration of the State highway safety program through a State highway safety agency which has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program (23 USC 402(b) (1) (A));

The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation (23 USC 402(b) (1) (B));

At least 40 per cent of all Federal funds apportioned to this State under 23 USC 402 for this fiscal year will be expended by or for the benefit of the political subdivision of the State in carrying out local highway safety programs (23 USC 402(b) (1) (C)), unless this requirement is waived in writing;

This State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or

replaced on or after July 1, 1976, at all pedestrian crosswalks (23 USC 402(b) (1) (D));

The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- National law enforcement mobilizations and high-visibility law enforcement mobilizations,
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.
- Coordination of its highway safety plan, data collection, and information systems with the State strategic highway safety plan (as defined in section 148)(a)).

(23 USC 402 (b)(1)(F));

The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (J)).

Cash drawdowns will be initiated only when actually needed for disbursement. 49 CFR 18.20

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.21.

The same standards of timing and amount, including the reporting of cash disbursement and balances, will be imposed upon any secondary recipient organizations. 49 CFR 18.41.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs);

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and

kept in operation for highway safety purposes (23 CFR 1200.21);

The State will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received
(l) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. (Revised 01/27/2014)

§§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Drug-free Workplace Act of 1988 (41 U.S.C. 702):

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 1. Abide by the terms of the statement.

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

Buy America Act

The State will comply with the provisions of the Buy America Act, 23 U.S.C. § 313, which prohibits States from using highway grant funds under 23 U.S.C Chapter 4 to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is no minimum purchase threshold that exempts the need for a waiver. For compliance purposes, American-made covers any product that is manufactured or assembled in the United States.

The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the public interest (public interest waiver); 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality (non-availability waiver); or 3) use of products produced in the United States would increase the overall cost of a product by more than percent (cost waiver). States may request a waiver of the Buy America Act requirements for purchases made with funds provided through grants under 23 U.S.C. §§ 402 and 405, provided they satisfy one of the above conditions.

Political Activity (Hatch Act)

The State will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal

employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge

legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses

enumerated in paragraph (1)(b) of this certification; and

- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Policy to Ban Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving—
 - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or

- b. Privately-owned when on official Government business or when performing any work on or behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as
- a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Environmental Impact

The Governor's Representative for Highway Safety has reviewed the State's Fiscal Year highway safety planning document and hereby declares that no significant environmental impact will result from implementing this Highway Safety Plan. If, under a future revision, this Plan will be modified in such a manner that a project would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

Oregon General Grant Regulations

Any federal funds committed shall be subject to the continuation of funds made available to TSD by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action. Projects are funded for the federal fiscal year, which is October 1 through September 30 or the state fiscal year, which is July 1 through June 30. Typical grants are for one year but may be continued for up to two additional years. Public information and education projects are continued indefinitely.

The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The State, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of six years starting on the date the grantee submits its final request for reimbursement for this grant.

Any obligation of grant funds extends only to those costs incurred by the grantee after "Authorization to Proceed" for the particular part of the program involving costs.

Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).

Income earned through services conducted through the project should be used to offset the cost of the project and be included in the Budget and Cost Summary.

The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSD a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received have the following Catalog of Federal Domestic Assistance (CFDA) numbers: 20.205, Highway Planning and Construction, 20.600, State and Community Highway Safety; 20.601, Alcohol Impaired Driving Countermeasures Incentive Grants; 20.602, Occupant Protection Incentive Grants; 20.608, Minimum Penalties for Repeat Offenders for Driving While Intoxicated; 20.609, Safety Belt Performance Grants; 20.610, State Traffic Safety Information System Improvement Grants; 20.611, Incentive Grant Program to Prohibit Racial Profiling; 20.612, Incentive Grant Program to Increase Motorcyclist Safety; 20.613, Child Safety and Child Booster Seats Incentive Grants; and 20.616, National Priority Programs - MAP-21.

The grantee shall reimburse TSD within 30 days for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.

The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapter 279A, 279B and 279C; the Attorney General Model Procurement Rules, OAR Chapter 137, Divisions 46, 47, 48 and 49, as may have been modified by a contracting agency pursuant to ORS 279A.065. [The Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125; and Oregon State Law, ORS Chapter 279)].

The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Division, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report. Each report must be signed by the Project Director or the Designated Alternate, and submitted to TSD by the tenth of the month following the close of each calendar quarter for the duration of the grant period. The Designated Alternate is an individual who is given the authority to sign Quarterly Highway Safety Project Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSD as follows:
 - a. Copies of invoices and/or receipts for all specified items must be submitted to TSD upon request with the Claim for Reimbursement;
 - b. claims may be submitted monthly, and must be submitted at least quarterly; and,
 - c. claims must be signed by the Project Director or the Designated Alternate (duplicated signatures will not be accepted).
6. Prepare a Project Directors Final Evaluation Report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
 - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives;
 - b. a summary of the costs of the project including amount paid by TSD, funded agency, other agencies, and private sources. The amount of volunteer time should be identified;
 - c. discussion of implementation process so that other agencies implementing similar projects can learn from your experiences; What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?

- d. responses to Evaluation Questions. List each question and answer (refer to Data Table); and,
- e. completed Data Table.

The Project Director's Final Evaluation Report must be submitted within 35 days following the last day of the grant period.

Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, budget, or mailing address must be requested in writing, and receive approval by TSD. A Grant Adjustment Form will be signed by both TSD and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if the end of federal fiscal year is involved.

Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSD to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the provisions of paragraphs 2 through 4 of this section are considered.
2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
 - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
 - b. mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163);
 - c. access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed;
 - d. notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and

requirements and regulations pertaining to copyrights and rights in data.

not be sold for profit by either the grantee or any other party.

4. Where applicable, contracts shall include the following provisions:
 - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement (Contracts in excess of \$10,000);
 - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (Contracts in excess of \$10,000);
 - c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (Contracts in excess of \$2,500);
 - d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department (Contracts in excess of \$25,000).

Travel

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports.
2. All out-of-state travel must be pre-approved by TSD. To receive authorization, the trip must be detailed on the project budget or requested in a grant adjustment. Reports on out-of-state trips shall be summarized on Quarterly Highway Safety Program Report.
3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSD.

Development of Printed or Production Materials

1. The grantee shall provide TSD with draft copies of all materials developed using grant funds. TSD may suggest revisions and must approve production.
2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSD and federal participation.
3. Materials produced through this project shall be provided to TSD for its use and distribution and may

Equipment Purchased with Grant Funds

1. A Residual Value Agreement shall be completed and submitted to TSD if grant funds are used in whole or in part to acquire any single item equipment costing \$5,000 or more or at TSD discretion. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
4. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSD. In such event, TSD may direct the grantee to transfer, return, keep, or otherwise dispose of the equipment.

Termination

1. TSD may terminate this Agreement for convenience in whole or in part whenever:
 - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
 - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
 - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
2. TSD may, by written notice to grantee, terminate this Agreement for any of the following reasons:
 - a. The grantee takes any action pertaining to this Agreement without the approval of TSD and which under the provisions of this agreement would have required the approval of TSD; or,
 - b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
 - c. The grantee is in default under any provision of this Agreement.

Conditions of Project Approval

Actions taken by the Oregon Transportation Safety Committee, if any, regarding conditions under which this project is approved are given in the Conditions of Approval. The grantee agrees to follow these conditions in implementing the project.

Contract Provisions and Signatures

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or

ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.



September 21, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Government Grant LG17-012 Barton Park Day Use Area
Restroom Replacement from the Oregon Parks and Recreation Department

Purpose/Outcomes	The OR Parks & Recreation Local Government Grant program provides funding for infrastructure improvements in county parks. Clackamas County Parks applied for and was awarded funding to replace a deteriorating and inadequate public restroom at Barton Park in the day use area.
Dollar Amount and Fiscal Impact	The grant award is \$150,000. County Parks will provide 50% of project costs in matching funds for a total project cost of \$300,000. This grant program provides an opportunity for the County Parks division to leverage its funding capabilities on capital improvement projects to replace aging infrastructure. Capital project funds were approved in the FY 17/18 County Parks' budget.
Funding Source	Oregon Parks and Recreation Dept. and Clackamas County Parks
Duration	Grant period through October 31, 2019
Previous Board Action	Resolution to Apply for Grant No. 2017-12
Strategic Plan Alignment	1. Honor, Utilize, Promote and Invest in our Natural Resources 2. Build public trust through good government.
Contact Person	Rick Gruen, Manager County Parks & Forest

BACKGROUND:

Clackamas County's Barton Park is located between the rural communities of Carver and Estacada just off Hwy 224 in the community of Barton. Barton Park is a 116 acre facility providing 112 campsites, 7 day-use picnic areas, hiking trails and a boat ramp on the Clackamas River used by sport fishermen and water recreation enthusiasts. This park is the summer recreation destination and provides public restroom facilities to thousands of park patrons each year. This grant will provide funds to replace an out of date portable trailer restroom. The new restroom will provide additional capacity and will provide up to date ADA compliance upgrades. The restroom was identified for replacement more than 10 years ago, but due to funding constraints and other higher priority projects, this project was continually deferred. Replacement of the restroom will provide ADA compliant, safe and modern amenities at this popular destination park.

RECOMMENDATION:

Staff recommends the Board approve Local Government Grant LG17-012 for the Feyrer Park Campground Restroom Replacement.

Respectfully submitted,

Laura Zentner, Deputy Director
Business and Community Services

Oregon Parks and Recreation Department

Local Government Grant Program Agreement

THIS AGREEMENT ("Agreement") is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department, hereinafter referred to as "OPRD" or the "State" and the **Clackamas County**, hereinafter referred to as the "Grantee".

OPRD Grant Number: LG17-012
Project Title: Barton Park Day Use Area Restroom Replacement
Project Type (purpose): Rehabilitation

Project Description: The project will replace an existing restroom with a new restroom that will increase capacity and meet handicap accessibility compliance at Barton Park in Clackamas County, Oregon. The Project is further described in the Application included as Attachment B.

Grant Funds /
Maximum Reimbursement: \$150,000 (50.00%)
Grantee Match Participation: \$150,000 (50.00%)
Total Project Cost: \$300,000

Grant Payments / Reimbursements: Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdgrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. Grantee may request reimbursement as often as quarterly for costs accrued to date.

Fiscal Year-End Request for Reimbursement: Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses, if any, accrued up to June 30, of each fiscal year. The Fiscal Year-End Reimbursement Request must be submitted to OPRD by August 15th, 45 days after June 30.

Reimbursement Terms: Based on the estimated Project Cost of **\$300,000**, and the Grantee's Match participation rate of **50.00%**, **the reimbursement rate will be 50.00%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **50.00%** of the total cost of the Project, whichever is less.

Matching Funds: The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

Progress Reports: Grantee shall submit Progress Reports with each reimbursement request or, at a minimum, at six month intervals, starting from the effective date of the Agreement. Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdgrants.org.

Agreement Period: The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2019**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

Retention: OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project, the Final Progress Report and the submission of five to ten digital pictures of the completed project site.

Final Request for Reimbursement: Grantee must submit a Final Progress Report, a Final Reimbursement Request and five to ten digital pictures of the completed project site to OPRD within 45 days of the Project Completion Date.

Project Sign: When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the Project.

Agreement Documents: Included as part of this Agreement are:
Attachment A: Standard Terms and Conditions
Attachment B: Project Application including Description and Budget

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B.

Contact Information: A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator
Rick Gruen
Clackamas County
150 Beaver Creek Rd STE 419
Oregon City, OR 97045
503-742-4345
rgruen@clackamas.us

Grantee Billing Contact
Christina Van Duzer
Clackamas County
150 Beaver Creek Rd STE 419
Oregon City, OR 97045
503-742-4663
chrisv@co.clackamas.or.us

OPRD Contact
Mark Cowan, Coordinator
Oregon Parks & Rec. Dept.
725 Summer ST NE STE C
Salem, OR 97301
503-986-0591
mark.cowan@oregon.gov

Signatures: In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE

**STATE OF OREGON
Acting By and Through Its
OREGON PARKS AND RECREATION DEPT.**

By: _____
Signature

By: _____
Tracy Loudon, Business and Tech. Solutions Administrator

Printed Name

Date

Title

Date

By: _____
Jan Hunt, Grants Section Manager

Oregon Department of Justice (ODOJ) approved for legal sufficiency for grants exceeding \$150,000:

Date

By: _____ N/A
ODOJ Signature or Authorization

Printed Name/Title

By: _____
Mark Cowan, Grant Program Coordinator

Date

Date

Attachment A – Standard Terms and Conditions

Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** 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 Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant Funds were expended. These records shall be retained by the Grantee for at least six years after the Agreement terminates. The Grantee agrees to allow Oregon Secretary of State auditors and State agency staff access to all records related to this Agreement for audit and inspection and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the Project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. If the Project is located on land leased from the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed. If the Project is located on land leased from a private or public entity, other than the federal government, the lease shall run for a period of at least 25 years after the date the Project is completed, unless the lessor under the lease agrees that, in the event the lease is terminated for any reason, the land shall continue to be dedicated and used as described in the Project Application for a period of at least 25 years after the date the Project is completed.

Land acquired using Local Government Grant funds shall be dedicated, by an instrument recorded in the county records, for recreational use in perpetuity, unless OPRD or a successor agency, consents to removal of the dedication.

7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means ("Converted Land"), the Grantee must provide replacement land acceptable to OPRD within 24 months of the date of the conversion or disposal or, if the conversion or disposal is not discovered by OPRD until a later date, within 24 months after the discovery of the

conversion or disposal.

If replacement land cannot be obtained within the 24 month period, the Grantee will provide payment of the grant program's prorated share of the current fair market value of the Converted Land to the State. The prorated share is measured by that percentage of the original grant (plus any amendments) as compared to the original Project cost(s). The replacement land must be equal to the current fair market value of the Converted Land, as determined by an appraisal. The recreation utility of the replacement land must also be equal to that of the Converted Land.

If conversion occurs through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee must pay to the State a prorated share of the consideration paid to the Grantee by the entity that caused the conversion. The State's prorated share is measured by the percentage of the original grant (plus any amendments) as compared to the original Project cost(s).

The warranties set forth in Section 6 and this Section 7 of this Agreement are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends Grant Funds in any way prohibited by state or federal law, or for any purpose other than the completion of the Project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This Agreement may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this Agreement, all accounts and payments will be processed according to the financial arrangements set forth herein for Project costs incurred prior to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. 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.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. 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. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
15. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the

address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.

16. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
17. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Revised by ODOJ 8/15/17: MC

8/22/2017

OPRIS

Barton Park Day Use Area Restroom Replacement (LGGP)

Application #3695 - Grant Application Summary

Manage

Edit 

Project Information

Project Name

Barton Park Day Use Area Restroom Replacement

Brief Project Description

This project replaces a restroom no longer able to meet usage demands. The facility is aged beyond useful life. A new restroom will increase capacity, meet ADA compliance and enhance experiences.

Project Start Date

11/13/2017

Project End Date

04/30/2018

Site Name

Barton Park Day Use

Site City/Town/Area

Boring, Oregon

Site County

Site Description

Barton Park is a 116 acre facility located in the rural Clackamas County community of Barton, between Carver and Estacada along Hwy 224. This park provides 112 campsites, 7 day-use picnic areas, hiking trails, and an improved boat ramp on the Clackamas River used by sport fishermen and water recreation enthusiasts. The campground and day use area is a summer recreation destination and provides public restroom facilities to thousands of park patrons each year. We are applying for funding through the OR Parks and Recreation Local Government Grant program to replace an out-of-date modular restroom in our day-use area of the park. We expect to purchase an engineered, pre-cast concrete restroom building with a mix of 10 toilets and urinals. The new restroom building will sit on the same footprint as the existing restroom. Grant funds will provide 50% of the project costs. Because this is a pre-fabricated building, construction impacts will be minimal. We expect to be able to use the existing septic and drain field system, but will have a professional analysis completed on that system so we can determine if changes or upgrades will be necessary. If additional capacity is required, there would be soil disturbances at the site that would not otherwise be expected.



Site Acreage

110

Latitude

45.38542841763583

Longitude

-122.40803718566895

Contact Information

Applicant

Clackamas County

Applicant Federal Tax Id

93-6002286

Applicant DUNS Number

Project Contact

Rick Gruen

Address

Rick Gruen

,
rgruen@clackamas.us

Reimbursement Contact

Christina Van Duzer

Financial Information

Requested Amount

\$150,000.00

Match Amount

\$150,000.00

Total Project Cost

\$300,000.00

Grant %

50 %

Match %

50 %

Project Budget Worksheet**Project Budget Worksheet**

CXT Precast Restroom Building	\$210,000.00
Contracted Labor - flatwork, sidewalks, ADA ramps	\$15,000.00
Disposal of Existing Restroom Building	\$4,000.00
Contracted Labor - Septic (including current system evaluation, upgrades if necessary, permits)	\$30,000.00
Contracted Labor - Electrical (including permit)	\$10,000.00
Contracted Labor - Plumbing (including permit)	\$12,000.00
Equipment Rental	\$2,000.00
Rock - base for restroom building	\$3,000.00
Force Account - ground prep, demo of existing restroom	\$0.00
Building Permit	\$12,000.00
Demolition Permit	\$2,000.00

Source of Funding Worksheet

CXT Precast Restroom Building (Clackamas County Parks)	\$95,640.00
Contracted Labor - flatwork, sidewalks, ADA ramps (Clackamas County Parks)	\$7,500.00
Disposal of Existing Restroom Building (Clackamas County Parks)	\$2,000.00
Contracted Labor - Septic (including current system evaluation, upgrades if necessary, permits) (Clackamas County Parks)	\$15,000.00
Contracted Labor - Electrical (including permit) (Clackamas County Parks)	\$5,000.00

Project Budget Worksheet

Contracted Labor - Plumbing (including permit) (Clackamas County Parks)	\$6,000.00
Equipment Rental (Clackamas County Parks)	\$1,000.00
Rock - base for restroom building (Clackamas County Parks)	\$1,500.00
Force Account - ground prep, demo of existing restroom (Clackamas County Parks)	\$9,360.00
Building Permit (Clackamas County Parks)	\$6,000.00
Demolition Permit (Clackamas County)	\$1,000.00

Total Project Cost

\$300,000.00

Total Match from Sponsor

\$150,000.00

Grant Funds Requested

\$150,000.00

Supplemental Information**A. PROJECT NARRATIVE (Please limit each answer to 400 words or less.)**

1. Describe all elements of the project, project objectives, and the need for assistance. Describe who will do the work and who will provide supervision.

This project will replace an aged and failing modular restroom in the Barton Park day use area. This restroom, built circa 1977, is among the oldest restroom facilities in our County Park system and with the heavy summer park use and high demand, this restroom is also among our most used and hardest working. However, it only has four unisex restrooms requiring the need to add up to 8 port-a-potties to meet the high demands placed on it by summer park and river recreation users. Issues include structural deficiencies, ADA accessibility, and inadequate capacity. The restroom has deteriorated beyond its useful life and further use will put the public at risk for health and safety. Extensive roof, floor and plumbing repairs have been made over the years with further repairs no longer considered to be viable or cost effective. Significant structural repairs are necessary to mitigate dry rot and mold damage, cracking and settled floors and doors, shifting platform and exposed exterior pipes. Additionally, the restroom does not have adequate ADA sidewalks/ramps, stalls or sinks. Grant funding will leverage Clackamas County capital funds, and allow for the placement of an engineered, pre-cast concrete restroom with a total of 10 toilets/urinals to better serve the public. Project objectives: 1. Increased restroom capacity - Public will benefit from an increase from four toilets total to five toilets on the womens side and three urinals/two toilets on the mens side. The proposed new restroom facility will be an engineered, pre-cast concrete structure built to meet all local and state building code requirements. 2. Improved ADA accessibility - The existing modular restroom does not provide adequate ADA accessibility. The floor plan, sinks, toilets, walkways, etc. of the proposed new restroom facility will comply with current ADA requirements. 3. Septic upgrades - the septic system will be cleaned and evaluated in order to meet the requirements of the new restroom capacity. We have built in costs to this grant for septic upgrades in case this becomes necessary once we move forward with the project. Scope of Work: Contracted services

will include the purchase and installation of the new pre-cast concrete restroom building, septic tank evaluation, possible upgrades and connection, flatwork to include concrete sidewalks and ADA, ramps, plumbing connections, and electrical hookups. County Parks force account labor will provide for site prep for the new restroom, installation of a new water line to the restroom building, and demolition and disposal of the existing restroom. County Parks Project Manager will provide project oversight and supervision.

2. Describe any new facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe present development on the site and how the proposed project fits in with future development.

Project funding will allow for the installation of a pre-cast concrete restroom that is approximately 30x26 and will increase the number of toilets/urinals from four to 10 including 5 toilets serving the womens side, and 2 toilets and 3 urinals serving the mens side. While we plan to site the new restroom building in the same location as the existing modular restroom, the footprint of the new building will increase from approximately 250 sq.ft. to 780 sq.ft. This increased capacity will allow the new restroom to better serve the park users needs by minimizing long wait times in the summer (people flow), meeting ADA requirements, and better accommodating all around use of the facility. The existing restroom facility will be demolished and removed from the park. This project is consistent with the current and future use of the day use area of the park. A new master plan for Barton Park is planned to get underway in 2017-18. This master plan will address planning needs in a currently undeveloped area of Barton Park, but will not have an impact on the day use area where this project is located.

3. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points)

To what extent does the project address ONE OR MORE of the following FOUR (1-4) priorities identified in the 2013-2017 SCORP?

1. MAJOR REHABILITATION projects involve the restoration or partial reconstruction of eligible recreation areas and facilities. If the project includes major rehabilitation, please check all that apply:

the recreation area or facility is beyond its normal life expectancy,,the recreation area or facility does not meet health and safety codes/requirements,,the recreation area or facility does not meet access requirements of the Americans with Disabilities Act,,changing recreation needs (e.g., changes in demographics within the service area) dictate a change in the type of recreation area or facility provided. ,the recreation area or facility is beyond its normal life expectancy,,the recreation area or facility does not meet health and safety codes/requirements,,the recreation area or facility does not meet access requirements of the Americans with Disabilities Act,

a) Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation.

<p>Facility: Barton Park day use restroom. This is a modular unit, built in 1977, which has been in service at the park since then. Originally placed at Barton Park West Campground, the modular restroom was moved in 1980 to its current site in the day use area of the park. It is approximately 250 square feet, with four unisex restrooms. The restroom facility is also supported by a septic system consisting of a 600 foot drain field with two 1,000 gallon septic tanks. One tank collects solid waste, the other collects gray matter waste. </p>

b) If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?

100% rehabilitation

2. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?

<p>This project is unique in that it supports trail and community connectivity through the use of the Clackamas River, in addition to regional land based trails. Work is currently in progress to develop a river trail system among parks and other open space facilities along the Clackamas River involving federal, state, local and non-profit organizations. Barton Park is also located adjacent to the Cazadero Trail and Springwater Trail which are currently being developed by State Parks, Metro and others. Trail users will also utilize services of Barton Park including restrooms and parking. This project directly supports active recreation in the park including swimming, boating, hiking, running, bicycling, and other outdoor activities that make use of the day use area as a centralized staging area for dispersed recreation on non-motorized trails, rivers and bikeways. These active, outdoor recreationists all require access to public restroom facilities that are clean and safe and with enough capacity to meet the increasing public demand.</p>

3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation?

<p>Similar to question #2 above, this project directly supports active recreation in the park including swimming, boating, hiking, walking, running, bicycling, or just simply recreating on playground equipment. These active, outdoor recreationists all require access to public restroom facilities that are clean and safe and with enough capacity to meet the increasing public demand.</p>

4. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.

<p>Clackamas County Parks is not currently recognized as a leader in sustainable practices for managing and maintaining our parks facilities and infrastructure. We have recently adopted a Managing for Results (MFR) strategy which focuses our efforts on lean management and operation efficiencies in the areas of cleanliness, health, and safety. One of the initial steps to help advance this effort was to align ourselves with partners who had developed sustainable goals and strategies for their own business or organization. When considering this project, the Project Management Team researched restroom manufacturers that would align with our emerging sustainability principals and meet a number of sustainability objectives for Clackamas County Parks including:</p>
<p>1. Use of green technologies and/or Low Impact Design (LID)</p>
<p>2. Use of renewable/sustainable practices in manufacturing the product</p>
<p>3. Adapt new green products/materials to existing park infrastructure or footprint.</p>
<p>As the MFR Strategic Plan evolves, we anticipate this project will serve as a springboard to advancing a broader sustainability focus in our parks and lead to an increasing number of projects and practices with a core green, renewable or LID commitment. Our initial plan is to require (and document) that all future projects and practices consider sustainable alternatives for implementation.</p>

C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points)

1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal Community) or in a DISPERSED AREA (located outside of these boundaries)?

DISPERSED AREA

2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities.

a) Public Recreation Provider Identified Need - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both.

In the SCORP Statewide Needs Assessment, facilities (i.e. restrooms) for campground and recreation areas under Public Recreation Provider in Clackamas County ranked among the highest needs shown in the Dispersed Areas (5.0). As such, the Barton Park Day Use Restroom Replacement Project does address and meet the statewide needs identified in SCORP and highlighted as a priority funding investment.

b) Oregon Resident Identified Need - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county.

The Oregon Resident Identified Need, at the County level, shows access to trails, rivers, small picnic shelters/picnic areas are the highest ranked priorities. This project will allow Clackamas County Parks to better meet the high priority Oregon Resident needs by rehabilitating an aging, outdated, and unsafe restroom facility. As such, the Barton Park Day Use Restroom Replacement Project does address and meet the Oregon Resident needs identified in SCORP and highlighted as a priority funding investment.

c) Local Planning -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)?

This project is consistent with the current master plan in place for Barton Park. Clackamas County Parks staff meet monthly with its County Parks Advisory Board (PAB) to review projects and identify emerging needs. These meetings are open to the public. During the FY16/17 budget process, the PAB reviewed the County Parks Capital Improvement Plan (CIP) and the 2012 Comprehensive Deferred Maintenance Schedule and recommended that projects impacting the health and safety of park users be given the highest priority as funding comes available. It should be noted that the Barton Park day use restroom has been on the Clackamas County Parks' Capital Improvement Plan since fiscal year 2008-09, but has been continually deferred because of funding constraints. The PAB identified the Barton Park day use restroom project as a high priority and recommended it be included in the FY 17-18 parks' budget. Many citizens coming to our parks find the opportunity to provide comments to our park rangers and camp hosts. Overwhelmingly, this feedback shows support for replacing obsolete and failing facilities. In September, 2015, the Clackamas County Parks Division, with assistance of the County's Public and Government Affairs (PGA), conducted a survey of recent park and campground users. More than 90% of the respondents identified health, safety and customer service as the top priorities for our county park facilities. The Barton Park Restroom Replacement Project is consistent with meeting the public's need for clean, healthy and safe park facilities as cited in the 2015 survey and the recently adopted Clackamas County Strategic Plan - Managing for Results.

d) Public Involvement Effort - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.

D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points)

1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project.

Clackamas County Parks' funding for operations and maintenance of our park facilities is allocated as a part of our annual budget process. Funding of O & M comes from revenue from park user fees, net proceeds from the operations of the Clackamas County Parks' owned Stone Creek Golf Club, lease revenue from our Boones Ferry Marina, the OR State RV licensing allocation, and the Clackamas County Forest Management programs' timber harvest proceeds. Because this is a rehabilitation of an existing facility, no new operations and maintenance requirements are anticipated.

2. How much do you expect to spend annually or how many staff hours will be needed to maintain the completed project?

The overall annual parks maintenance budget for all County Park facilities is approximately \$100,000. Staff will expense operation and maintenance costs for this new restroom against this line item. In addition, County Parks employs 1 full time Park Ranger, 7 Seasonal Rangers and two off-season part time Park Assistants to provide the operation and maintenance services required to support Barton Park and the proposed project.

3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance.

All maintenance for this restroom facility will be performed by Clackamas County Parks staff.

E. OVERALL SITE SUITABILITY (0-10 points)

1. To what extent is the site suitable for the proposed development?

This site is expressly suitable for the proposed project as the existing restroom facility is currently in use on the project site. Existing infrastructure will be reconnected to service the new restroom facility when possible. The existing septic and drainfield will be evaluated and will only be upgraded if necessary to accommodate increased capacity. Because the site is already in use for the modular restroom, there will be minimal soil disturbances in this location. The site is located within the day use, and picnic shelter area within the park and is adjacent to the boat ramp. This is a high use area within the park.

2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements.

There is no adverse impact to the site, environment, or surrounding properties. This project location is well within the boundaries of Barton Park which will minimize construction noise or impacts on neighboring properties. The new restroom building will be set on the existing restroom site, minimizing soil disturbances. Utilities will be evaluated and any reuse of electrical, plumbing, and septic infrastructure that can be done, will be done. The site, as described in #1 above, is ideally suited to support the replacement restroom facility. The new restroom will replace an aging and failing structure with modern and more sustainable construction materials.

F. COMMUNITY SUPPORT (0-5 points)

1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application.

The Parks Advisory Board is a diverse, 11 member board made up of county residents who represent the broad community at large. A support letter for this project is included as an attachment with this grant application.

Many citizens coming to our parks find the opportunity to provide comments to our Park Rangers and Camp Hosts. Overwhelmingly, this feedback shows support for replacing obsolete and failing facilities. In September, 2015, the Clackamas County Parks Division, with assistance of the County's Public and Government Affairs (PGA), conducted a survey of recent park and campground users. More than 90% of the respondents identified health, safety and customer service as the top priorities for our county park facilities. The Barton Park Restroom Replacement Project is consistent with meeting the public's need for clean, healthy and safe park facilities as cited in the 2015 survey and the recently adopted Clackamas County Strategic Plan - Managing for Results.

G. FINANCIAL COMMITMENT (0-10 points)

1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project.

A Resolution to Apply was signed by the Clackamas County Board of County Commissioners on March 16, 2017, and is attached to this application. Matching funds have been budgeted in the Clackamas County Parks fiscal year 2017-18 budget. Funds come from a variety of park revenue sources - user fees, proceeds from the Clackamas County owned Stone Creek Golf Club, proceeds from the Clackamas County Forest Management's timber sales, lease revenue at our Boones Ferry Marina, and State RV registration fee allocation.

2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured?

Clackamas County Parks strives to partner on projects with other agencies and organizations whenever possible. The scope of this project did not lend itself to seek partnerships for the purpose of the application. Clackamas County Parks, as the applicant, has stable financial funding in its budget to support the ongoing operations and maintenance of the new restroom facility. Other recent projects of County Parks, including Madrone Wall Park development, Carver Bank Rehabilitation, Boring Station Playground Structure and Feyrer Park Shelter all demonstrate where County Parks successfully partnered with local community and non-profit organizations.

3. To what extent has funding been secured to complete the project?

Matching funds for this project are included in the Clackamas County Parks 2017-18 budget. The Parks Advisory Board has recommended this project as a high priority for funding. The department budget will be brought forward to the Board of County Commissioners as part of the ongoing public budget process with recommendation for adoption consistent with the Resolution to Apply signed by the Board on March 16, 2017.

H. ACCESSIBILITY COMPLIANCE

1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification?

true

2. How will your proposed project meet current accessibility standards?

This new restroom facility will provide accessible ramps, stalls, toilets, and sinks.

I. READINESS TO PROCEED

1. Have you submitted a signed Land Use Compatibility Statement with this application?

Yes, see signed form under grant attachments

2. Have you submitted construction or concept plans with this application?

true

3. List required permits and status of permit applications for the project (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.). Describe any possible delays or challenges that could occur in receiving permits.

Clackamas County Parks will apply for the required building for the new restroom, and the demolition permit for the existing restroom. Contract services will be sought for plumbing, electrical, septic, and flatwork for this project, with the requirement that contractors obtain permits for their specific work. No anticipated delays or challenges are expected. Clackamas County Planning & Zoning has signed off on the Land Use Compatability Statement, and has agreed to a pre-application conference prior to submitting for our building and demolition permits.

J. ACTIVE AND PAST GRANTS PERFORMANCE

1. Describe your performance and compliance with all active and past OPRD grant awards.

County Parks has successfully been awarded a number of OPRD grants in recent years including the Clackamas County Playground Replacement Project and Feyrer Park Campground Restroom Replacement project. All projects have been completed on time and either within or under budget. The Feyrer Park Campground Restroom Replacement project has not yet gotten underway.

Applicant Certification

As an authorized representative of **Clackamas County**, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program.

I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

Rick Gruen, 03/30/2017

▼ 17 Files

No Comments

▼ 6 Logged Events



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

June 29, 2017

Mr. Mark Cowan
Oregon Parks and Recreation Department
725 Summer St NE STE C
Salem, OR 97301



RE: SHPO Case No. 17-1041

OPRD Grant ID 3695, CLACKCO, Barton Park Day Use Area Restroom Replacement

Replace restroom

2S 3E 23, Clackamas County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains. In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA). If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA
State Archaeologist
(503) 986-0674
dennis.griffin@oregon.gov



Request for Reimbursement Guide

Beginning with the 2017 grant cycle, all **Progress Reports** and **Reimbursement Requests** must be submitted using OPRD's online grant application and management system. An account with OPRDgrants.org is required for access.

For detailed instruction on how to submit Progress Reports and Reimbursement Requests, see the ***Grant Reporting and Reimbursement Instructions*** at:

- > oprdrants.org
- > Grant Programs
- > Local Government
- > Application and Forms
- > ***Grant Reporting and Reimbursement Instructions***

All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- Progress Report**
- Project Bills / Invoices**
- Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** for the project that lists **Payments, Payee, Payment Date** and **Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be sent as email attachments. For **Planning Projects**, rather than pictures, please submit a copy of the final **Planning Document**.

- Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.

If you have questions, please contact:

Mark Cowan

Grant Program Coordinator

mark.cowan@oregon.gov

503-986-0591

www.ore.gov/OPRD/GRANTS/index.shtml

12.16.16



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

September 21, 2017

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Purchase from an Established GSA Contract with Carahasoft Technology Corporation for Acquia Hosting Services and Technical Migration Support for the Drupal Content Management System on the County Internet Website

Purpose/Outcomes	Technology Services & Public & Government Affairs is migrating the County Internet Website to a hosted Drupal service provided by Acquia / Carahasoft. This service includes technical professional services support of the migration. This contract is for the annual hosting services and the technical migration support to ensure a successful migration and efficient internet website.
Dollar Amount and Fiscal Impact	This contract is in two funding parts: Hosting and Technical Support - Ongoing annual hosting subscription and maintenance for \$27,539.82 - 1 year Technical Support service for \$110,060.07 = Total contract request for 1 st year is \$137,600.07 = Estimated total for 5 years (5 maint, 1 tech support) is \$247,759.35 (Note: additional technical support may be required in future years at a reduced annual cost given reduced support requirements)
Funding Source	Budgeted in the Technical Services Enterprise Applications Budget. Annual Hosting in 747-0225-437231 Technical Support in 747-0225-431000
Duration	Effective upon signature by the board, the contract will be for 1 year with assumption of annual renewal of the hosting component to maintain the County Internet site. Renewal of technical support is optional at varying rates depending technical needs of the website.
Previous Board Action	Board previously approved the formation of the Web Governance Committee to set direction of the County Internet. The Committee has determined the migration to a Drupal hosted service as the next step in the future of the County website development.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build a strong infrastructure. 2. Build public trust through good government.
Contact Person	Dave Devore (503)723-4996
Contract No.	

BACKGROUND:

In 2013 the Clackamas County Board of Commissioners (“BCC”) tasked Technology Services (“TS”) and Public & Government Affairs (“PGA”) with the job of designing and implementing a new County Internet Site. As part of the re-design analysis, a contracting firm (White Horse) was utilized resulting in a set of recommendations. One of these recommendations was for Clackamas County (“County”) to utilize a Content Management System (“CMS”) and to form a Web Governance Committee (“WGC”) to direct County policy related to web utilization. The WGC was formed as a committee made up of representatives from TS, PGA and County Administration.

After the formation of the WGC and initial upgrade to the County internet site, TS and PGA were tasked to research and determine the most appropriate CMS available that the County could adopt as a standard. The County website is currently published using Alfresco CMS and Static html. The County wishes to move to an open and supported CMS platform. To accomplish this, the WGC elected to standardize the CMS platform utilizing Drupal 8.

RFP#2017-47 – Drupal Hosting and Migration Services was issued on June 15, 2017 with a closing date of July 5, 2017. The evaluation committee held their scoring meeting on August 1, 2017 where each proposal was evaluated on the published criteria. Upon completion of the evaluation, Acquia, Inc. / Carahsoft Technology Corporation was the clear and apparent winner and awarded the contract.

To perform the conversion & migration of the County website, the County has formed a team comprised of County PGA / TS staff led by the proposed Acquia Technical Account Manager (“TAM”) that will guide the overall technical and design direction of the migration team and tasks along with a yet to be assigned Migration Consultant to assist in the physical migration work.

A General Services Administration (“GSA”) Contract was located for the awarded vendor. The GSA Contract will keep the process moving forward efficiently without the need to negotiate a contract specifically tailored for this project.

RECOMMENDATION:

Staff respectfully recommends approval of the purchase from Carahsoft Technology Corporation for the Acquia/Drupal hosting services and technical professional services support. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the ongoing performance of this agreement for the five year period.

Sincerely,

Dave Cummings
CIO Technology Services

Placed on the ____September 21, 2017____agenda by Procurement.



Gregory L. Geist
Director

September 21, 2017

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution to Enter a Joinder to Trust Agreement for Insurance Coverage through
the Special Districts Association of Oregon for Water Environment Services

Purpose/Outcomes	Satisfying the Oregon legal requirement for Water Environment Services to enter into an Intergovernmental Agreement with the Special Districts Association of Oregon to continue receiving Insurance-Related Services.
Dollar Amount and Fiscal Impact	None.
Funding Source	N/A.
Duration	Perpetual until terminated.
Previous Board Action/Review	None.
Strategic Plan Alignment	1. WES Customers will continue to benefit from a well-managed utility. 2. Build public trust through good government.
Contact Person	Doug Waugh, Finance Manager dougwau@clackamas.us
Contract No.	N/A

BACKGROUND:

Adoption of the attached resolution and Joinder of Trust agreement by the governing body of Water Environment Services (“WES”) will allow WES to receive the insurance services from the Special Districts Association of Oregon (“SDAO”) formerly provided to Tri-City Service District and Surface Water Management Agency of Clackamas County. If not adopted, WES will not have insurance coverage. This agreement has been reviewed by County Counsel.

RECOMMENDATION:

Staff recommends the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve the resolution authorizing WES to enter a Joinder of Trust agreement and execute the Joinder of Trust Agreement for Initial Members attached as Exhibit A.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

In the Matter of Authorizing Water Environment Services to Enter into a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon

RESOLUTION NO. _____

WHEREAS, on November 3, 2016, Tri-City Service District (“TCSD”) and Clackamas County Service District No. 1 entered into the Intergovernmental Partnership Agreement Forming Water Environment Services Partnership (“WES Agreement”), with the Surface Water Management Agency of Clackamas County (“SWMACC”) joining through an amendment on May 18, 2017; and

WHEREAS, all assets, property, and operations of TCSD and SWMACC were transferred to WES effective July 1, 2017; and

WHEREAS, the insurance services formerly provided to TCSD and SWMACC must be obtained with WES as the insured entity; and

WHEREAS, the Special Districts Insurance Services Trust has recently adopted a First Restatement of Declaration of Trust, attached as Exhibit A; and

WHEREAS, the First Restatement of Declaration of Trust requires participants such as WES to adopt the Joinder to Trust Agreement for Initial Members by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, as the governing body of Water Environment Services, that it desires to enter into the Joinder to Trust Agreement for Initial Members attached hereto as Exhibit A.

ADOPTED this ____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
Acting as governing body of
Water Environment Services

Chair

Recording Secretary

EXHIBIT A
FORM OF
JOINDER TO TRUST AGREEMENT
FOR INITIAL MEMBERS

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this ____ day of _____, 2017.

Water Environment Services

By: _____

Name: _____

Title: _____

Approved as to form:

Name: _____

Title: _____

Address for Notices:

With copies to:

036308/00001/4360779v7

Special Districts Insurance Services Trust

First Restatement of Declaration of Trust

RECITALS

1. Oregon Revised Statutes Chapter 30.282 authorizes Public Bodies within the state of Oregon to create and participate in self-insurance programs through intergovernmental agreements;
2. On July 1, 1985, the Special Districts Association of Oregon and certain trustees entered into a Declaration of Trust for the Special Districts Insurance Services Trust, which set forth the terms and conditions upon which a self-insurance program solely for the benefit of governmental entities would be organized and operated pursuant to Oregon Revised Statutes Chapter 30.282, which Declaration of Trust was amended on October 22, 1987, February 18, 1988, January 25, 1989, June 27, 1991, June 2, 1994, December 9, 1999, September 21, 2000, January 10, 2002, April 17, 2003, and June 7, 2006 (the "Amended Trust Declaration");
3. The Initial Members have made Contributions to the trustees of the Trust and the trustees have implemented a self-insurance program with multiple pools for the benefit of the Initial Members, and the funds associated with such program constitute a trust fund that has been held for the exclusive benefit of the Initial Members participating in a self-insurance program;
4. Article 7 of the Amended Trust Declaration provided that the Amended Trust Declaration could be amended by the Board of Directors of the Special Districts Association of Oregon, by delivery of a copy of the amendment to each Trustee, provided however, that no amendment could operate to the prejudice of any vested rights held by any participant in the program of the Trust under a policy, contract, or other document for the benefit of such participant; and
5. The Board of Directors of the Special Districts Association of Oregon and the trustees of the Trust have determined that a restatement of the Amended Trust Declaration in the form of this First Restatement of Declaration of Trust, is in the best interests of the Initial Members and prospective Members, and have determined that this First Restatement of Declaration of Trust should be submitted to the Initial Members, and to prospective Members as appropriate, to allow them to become Members.

SECTION 1 DEFINITIONS

- 1.1 **Definitions.** All capitalized terms in this Agreement shall have the meanings given to them in this Section 1.
- 1.2 **"Agreement"** means this First Restatement of the Declaration of Trust.
- 1.3 **"Amended Trust Declaration"** means the Special Districts Insurance Services Trust Declaration of Trust described in the Recitals.
- 1.4 **"Associated"** means, when used in the phrase "Associated with" an organization, the status of being a current employee of, or a member of the governing body of, that organization, or being a volunteer in good standing of an organization (in accordance with the policies and procedures of that organization) who is nominated in a writing signed by the Chair of the Board of Directors of the organization.
- 1.5 **"Audit Committee"** means the committee established by the Board, as described in Section 4.8(c).
- 1.6 **"Board"** means the Board of Trustees of the Trust.
- 1.7 **"Board Observer"** means the person designated by the Sponsoring Member to attend Board meetings pursuant to Section 4.1(b).
- 1.8 **"Contribution"** means the amount a Member contributes to the Trust annually pursuant to the Coverage Document.
- 1.9 **"Coverage Document"** means a contract between the Trust and a Member with respect to self-insurance coverage with respect to which a Member makes a Contribution.
- 1.10 **"Deadlocked"** means a situation in which the vote of the Trustees on a matter is evenly split for two or more meetings at which such matter is submitted to a vote.
- 1.11 **"Effective Date"** means April 1, 2014.
- 1.12 **"Executive Committee"** means the committee established by the Board, as described in Section 4.8(a).
- 1.13 **"Former Member"** means a Special District, Public Body or Sponsoring Member that was at one time a Member, but whose membership has Terminated.
- 1.14 **"Initial Members"** means those Special Districts and Public Bodies that had in effect a Coverage Document on the day before the Effective Date.
- 1.15 **"Joinder"** means a document, substantially in the form attached as Exhibit A, the execution of which constitutes a Member's agreement to be bound by the terms and conditions of this Agreement, and shall include a duly executed resolution in substantially the same form.

- 1.16 **"Majority"** means more than 50%.
- 1.17 **"Member"** means a Special District or Public Body that has executed a Joinder to this Agreement and the Sponsoring Member, the membership of which has not Terminated.
- 1.18 **"Nominating Committee"** means the committee established by the Board as described in Section 4.8(b).
- 1.19 **"Public Body"** means an entity described in Oregon Revised Statutes 30.260.
- 1.20 **"Quorum"** means a Majority of the Trustees.
- 1.21 **"Special District"** means a governmental entity described in Oregon Revised Statutes 198.010.
- 1.22 **"Sponsoring Member"** means the Special Districts Association of Oregon.
- 1.23 **"Termination"** means the cessation of the membership of a Member pursuant to this Agreement.
- 1.24 **"Trust"** means the Special Districts Insurance Services Trust.
- 1.25 **"Trustee"** means a person who has executed this Agreement or a duplicate thereof agreeing to accept the responsibilities of trusteeship under this Agreement, and who has not resigned or been removed as a Trustee.
- 1.26 **"Trust Property"** means cash, property or any asset held by the Trustees and subject to this Agreement.

SECTION 2 PURPOSES AND OPERATON OF TRUST

2.1 **Purposes.** The purposes of the Trust shall continue to be the operation of a program of self-insurance whereby the Members' exposures in the areas of tort liability, property, workers compensation, and ancillary program areas may be effectively and economically managed, and whereby insurance and risk retention strategies to manage such risks may be most responsibly and economically funded, and to provide life, health, and disability programs and other personnel benefit services to Members. The Trustees shall endeavor to accomplish these goals by:

(a) Acting to ensure that there is available to Members markets for liability, property, workers compensation, and ancillary coverages appropriate to risks to which such Members are exposed and markets, programs and services for employee benefits and health, life, and disability insurance coverage needs of Members.

(b) Aggregating the collective buying power of Members and the economic advantages of individual and pooled risk retention and other strategies, where lawful and actuarially sound, and to reduce and stabilize the cost of funding those risks.

(c) Making available to Members resources and expertise in the management of risk through loss prevention and loss control programs, claims management, consulting, data gathering, information sharing and related services.

(d) Acting as a representative and information resource for Members in presenting to appropriate legislative and administrative bodies and committees, data and policy issues related to the cost of public risk in Oregon.

(e) Creating, upon authorization by the Board, pooled self-insured programs funded by Member Contributions and based on sound actuarial analysis, which may be structured as separate pools for various types of risk, with physical or accounting segregation as determined by the Board.

(f) Developing and providing other insurance programs, retirement programs or other related services as are approved by the Board, including but not limited to loan or grant programs in amounts not material to Trust operations and designed to further the objectives of the Trust.

(g) Providing access for Members to coverages with respect to which the Trust is not an indemnitor.

2.2 Trust Property. The Trustees shall collect and manage Trust Property, including but not limited to insurance premiums, Contributions and other revenues, shall make appropriate disbursements from the Trust, and shall oversee the management and administration of the programs of the Trust, approving the necessary contracts, insurance policies, premium contributions, fee schedule group purchases and making such other arrangements and implementing such strategies as necessary to carry out purposes described herein regarding the self-insurance programs, for the exclusive benefit of the Members and as described in this Agreement.

SECTION 3 CONTINUATION OF TRUST AND FUTURE CONTRIBUTIONS

3.1 Trust Agreement. The Trustees and the Sponsoring Member hereby enter into this First Restatement of Declaration of Trust, to be effective on the Effective Date. The Trustees shall invite the Initial Members, and such other Special Districts or Public Bodies as appropriate, to become Members.

3.2 Trust Continuation. The Trust shall continue without interruption on and after the Effective Date and shall be operated from the Effective Date pursuant to this First Restatement of Declaration of Trust.

3.3 Existing and Future Trust Property. The Members confirm that the Trust Property subject to the Amended Trust Declaration as of the Effective Date of this Agreement, including all Contributions and income and profits therefrom, shall remain Trust Property, to be held, managed and distributed pursuant to this Agreement.

3.4 Contributions. Any Contributions made on or after the Effective Date of this Agreement, along with any and all income and profits therefrom, shall be Trust Property, and shall be held, managed and distributed pursuant to this Agreement. A contributing Member's Contribution is irrevocable.

3.5 Agreement by Trustees. The Trustees hereby declare that they will administer, manage, collect, receive, dispose of and distribute all Trust Property for the exclusive benefit of the Members as provided in this Agreement.

SECTION 4 BOARD OF TRUSTEES

4.1 Board of Trustees.

(a) *In General.* The Trust shall be governed by a Board of Trustees ("the Board") composed of not fewer than five, nor more than nine, Trustees. Until changed by a vote of the Board, the number of Trustees shall be seven.

(b) *Board Observer.* As long as the Sponsoring Member is a Member, it shall from time to time designate a Board Observer, who shall be entitled to attend all meetings of the Board, but who shall not be a Trustee, shall have no fiduciary duties, and shall not vote. The Board Observer shall advise the Board on matters potentially affecting Special Districts throughout Oregon, as such matters relate to the activities of the Trust. The Board Observer shall be a nonvoting member of all standing and ad hoc committees of the Board. If the Sponsoring Member ceases to be a Member, there shall be no Board Observer position.

(c) *Continuation of Trustees.* Notwithstanding any requirement of Section 4.3, Trustees of the Trust serving as of the Effective Date shall continue to serve as Trustees until the expiration of their terms of office.

(d) *Election of Trustees.* The Board shall elect a Trustee to fill any vacant Trustee position, which elected Trustee shall serve until expiration of the vacated position.

4.2 Meetings.

(a) *Annual Meeting.* An annual meeting of the Trustees shall be held in June of each year.

(b) *Special Meetings.* Special meetings of the Trustees may be called by the Sponsoring Member, Chair, the Vice-Chair, or a Majority of Trustees, by giving written notice to the Chair or the Vice-Chair.

(c) *Quorum.* A Quorum of Trustees must be present to conduct business at a duly called meeting.

(d) *Manner of Acting.* With respect to any matter to be decided by the Trustees, the Trustees shall act by Majority vote of all Trustees.

(e) *Location of Meeting.* All meetings shall be held within the State of Oregon. While every meeting must have a physical location at which at least one Trustee appears, Trustees may participate in the meeting by means of a conference telephone call or electronic communication method if all persons participating in the meeting can hear each other at the same time.

4.3 Qualifications of a Trustee.

(a) *In General.* Except as provided in Section 4.3(b), as a qualification for appointment and continued service, each Trustee shall be a natural person Associated with a Special District which is a Member.

(b) *Continued Service by Trustee.* If a Trustee becomes no longer Associated with a Member during the Trustee's term of office, the Trustee may serve out the remainder of the Trustee's term.

4.4 Term of Office of Trustee.

(a) *Fixed Terms.* Trustees shall be appointed for a fixed term. Terms shall be three years and shall be staggered so that no more than three Trustees' terms expire during any calendar year. There shall be assigned position numbers to each Trustee position.

(b) *Reappointment.* A Trustee may serve any number of consecutive terms.

4.5 Resignation of a Trustee. A Trustee may resign at any time by giving written notice to the Chair, Vice-Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date specified in the resignation.

4.6 Removal of a Trustee.

(a) *Removal by Trustees.* A Trustee may be removed by a Majority Vote of the Trustees other than the Trustee who is being considered for removal.

(b) *Deadlock Process.* If the Board is Deadlocked on removal of a Trustee, the matter shall be submitted pursuant to the Deadlock Process described in Section 4.13. The Board of Directors of the Sponsoring Member shall determine whether the affected Trustee is to be removed as a Trustee, which decision shall be final. If the Board of Directors of the Sponsoring Member determines that a Trustee should not be removed, that Trustee shall serve until the expiration of his or her term, unless the other Trustees determine that the affected Trustee has engaged in intentional misconduct or gross negligence in carrying out his or her duties, in which case such Trustee may be removed using the processes described in Section (a) and (b) of this Section 4.6.

4.7 Officers.

(a) *Officers.* The officers of the Board shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer. The same person may not concurrently occupy more than two offices.

(b) *Appointment.* Officers shall be elected by the Board at the annual meeting and shall serve a one-year term or until their successors are elected by the Board.

(c) *Resignation.* An officer may resign at any time by giving written notice to the Chair, Vice Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date is specified in the resignation. In the event of a vacancy in an officer's position, the Board shall fill the unexpired portion of the term by election at the next Board meeting.

(d) *Duties of Chair.* The Chair shall, when present, preside at all meetings of the Board and of the Members. He or she shall serve as the chair of the Executive Committee and shall be an ex-officio Member of all other standing committees. The Chair shall perform all duties required of him or her by the Board.

(e) *Duties of Vice-Chair.* The Vice-Chair shall preside at all meetings of the Board and of the Members in the absence of the Chair. He or she shall perform such other duties as assigned by the Board or the Chair. The Vice-Chair shall be the chair of the Nominating Committee.

(f) *Duties of Secretary.* The Secretary will keep or cause to be kept at the Trust's principal office all of the minutes of the meetings of the Board and Members showing the time and place of meeting, the notice given, the names of those present and the content of such meeting in reasonable detail. The Secretary shall perform such other duties as assigned by the Board or the Chair.

(g) *Duties of Treasurer.* The Treasurer will be responsible for oversight of (i) the funds of the Trust; (ii) deposits and withdrawals of such funds in such depositories as may be authorized by the Board; and (iii) the keeping of a full and accurate account of receipts and disbursements at the Trust's principal office. The Treasurer shall be the chair of the Audit Committee and shall perform such other duties as assigned by the Board or the Chair.

4.8 Committees.

(a) *Executive Committee.* The Board shall establish an Executive Committee, the objective of which is to prepare for Board meetings, address the business of the Trust between Board meetings in a manner delegated by the Board, and recommend to the Board the admission of new Members and Termination of existing Members, as necessary.

(b) *Nominating Committee.* The Board shall establish a Nominating Committee, the objective of which is to identify and recommend to the Board appropriate candidates for trusteeship from among the Members.

(c) *Audit Committee.* The Board shall establish an Audit Committee, the objective of which is to assure that the Board is adequately and currently informed of the financial condition of the Trust through reports and other methods.

(d) *Other Committees.* The Board may establish such other committees as it deems necessary and appropriate to carry out its responsibilities, which committees may be standing or ad hoc committees, in the discretion of the Board.

4.9 Salaries and Expenses. Trustees shall serve without compensation, but shall be entitled to reimbursement for expenses in accordance with the applicable expense policies of the Trust.

4.10 Policies and Procedures. The Trustees may from time to time adopt policies and procedures for operation of the Board, committees, and the Trust that are not inconsistent with this Agreement. The Trustees shall establish and maintain policies and procedures designed to cause the Trust to retain net assets sufficient to satisfy projected liabilities at appropriately high actuarially determined confidence levels in the event of catastrophic loss.

4.11 Powers of Trustees. The Trustees shall have each and every power accorded to Trustees under Oregon law and the authority to act in all matters relating to the Trust and Trust property, including but not limited to the power to:

- (a) make and enter into contracts;
- (b) incur debts, liabilities, and obligations;
- (c) acquire, hold, or dispose of property, contributions and donations of Property, funds, services, and other forms of assistance from any person;
- (d) sue and be sued in the name of the Trust, and to settle or compromise any claim;
- (e) engage and employ agents, employees, consultants, contractors, advisers, and any other personnel to assist in the activities of the Trust;
- (f) receive, collect, and disburse monies from any source;
- (g) authorize and pay or credit to Members (and not Former Members) such amounts, from the excess of available funds over amounts required or projected by the Board to fund Trust operations and claim liabilities, as determined appropriate by the Board, in its sole discretion; and
- (h) do all other things necessary and appropriate to carry out the purposes of the Trust and permitted by law.

4.12 Services Contract. The Trustees may enter into a contract with a Member to perform duties of administration of the Trust, which duties shall include but not be limited to claims administration, loss control, underwriting, and other consulting services as may be specified by contract between the Trust and the service provider.

4.13 Deadlock. If at any time the Trustees are Deadlocked on any issue, the Chair or Vice-Chair shall prepare a memorandum summarizing the facts and circumstances of the

situation in reasonable detail, and shall submit this memorandum to the Chair of the Board of Directors of the Sponsoring Member. The Board of Directors of the Sponsoring Member shall resolve the Deadlock and inform the Trustees of its decision, which decision shall be binding upon the Board.

SECTION 5 MEMBERSHIP

5.1 Sponsoring Member. The Special Districts Association of Oregon is the Sponsoring Member of the Trust. The role of the Sponsoring Member is to provide the experience and continuity needed by the Trust to best serve its Members. The Sponsoring Member shall have ongoing duties to the Trust, including:

- (a) Working closely with others engaged by the Trust to provide various services;
- (b) Appointment of a Board Observer, as described in Section 4.1(b);
- (c) Providing its Executive Director as Trust Administrator for the Trust, who shall act in the role of chief operating officer and shall carry out the day-to-day duties of trust administration, as delegated by the Trustees;
- (d) Facilitating strategic planning for the Trust and recommending strategies for improving services to Members and improvement of ongoing operations of the Trust; and
- (e) Engaging in such other duties as reasonably requested by the Board to carry out the objectives of the Trust.

5.2 Distribution to Sponsoring Member. The Trust shall make an annual distribution to the Sponsoring Member in an amount to be determined by the Board in consultation with the Sponsoring Member.

5.3 Qualifications for Membership. A Member other than the Sponsoring Member must be a Special District or Public Body, within Oregon, that is a member in good standing of the Special Districts Association of Oregon.

5.4 Effect of Membership. A Member shall be eligible to participate in the coverages and services offered by or through the Trust on such terms and conditions as set forth in the Coverage Documents. Once an entity becomes a Member, such membership shall continue until terminated in accordance with this Agreement.

5.5 Initial Members. All entities who are Initial Members on the day before the Effective Date shall be eligible to become Members of the Trust as of the Effective Date by executing a Joinder.

5.6 New Members. Upon application by a Special District or Public Body to become a Member of the Trust, the Board may approve membership of such entity on such terms and

conditions as Board determines, in its sole discretion. The Board shall have the exclusive authority to approve or deny an application for membership, in its sole discretion.

5.7 Termination of Membership.

(a) *Termination of All Coverages.* Upon the termination of all participation in programs of the Trust, including but not limited to coverage under all Coverage Documents with respect to a Member (other than the Sponsoring Member), a Member's membership shall cease.

(b) *Sponsoring Member.* The Board may Terminate the membership of the Sponsoring Member for intentional wrongdoing or gross negligence, in its conduct as a Member, by a vote of two-thirds of the Trustees.

5.8 Liability after Termination of Membership. Upon Termination of membership, the Member will continue to be liable for the payment of any Contributions due as of the date of Termination. In the event the Trust is unable to perform its contractual obligations on a Former Member's behalf, the Member will continue to be liable for the payment of its own claims and liabilities arising out of the period when the Former Member was a Member.

5.9 Resumption of Membership after Termination. A Former Member may reapply for membership three years after Termination of membership. The Board in its discretion may waive this time limit or impose additional waiting periods.

5.10 Duties and Obligations of Members.

(a) *Joinder to First Restatement.* Each Member (other than the Sponsoring Member) shall execute a Joinder to this Agreement in a form approved by the Board and shall execute such other documents as are reasonable and appropriate, in the determination of the Board, to evidence membership in the Trust.

(b) *Information.* Each Member will furnish to the Trustees such underwriting and other information as may be reasonably required to carry out the purposes of the Trust at least 45 days prior to the end of the coverage period as described in the Coverage Documents.

(c) *Contributions.* Each Member shall make an annual Contribution based on the coverages the Member elects to the Trust in the amount determined by the Trustees, which amount shall be communicated to the Members within a reasonable period prior to renewal of coverage. The amount of the Contribution of each Member shall be determined by the Board, in its sole discretion, based on the coverages the member elects.

(d) *Cooperation.* As participants in a self-insured program, Members have an obligation to control claim costs by minimizing risk by establishing best management and safety practices. Each Member shall cooperate fully with the Trustees and their agents in the mitigation of risk and the administration of claims. Members' required cooperation shall include, but not be limited to:

(i) Following the loss prevention and risk management programs of the Trust, and abiding by all conditions, requirements, rules or regulations regarding loss control and risk management which may be promulgated by the Trust or its agents.

(ii) Annually completing a best practices checklist as requested by the Trust and endeavoring to the best of its abilities to adhere to the best practices identified on the checklist.

(iii) Giving prompt notification of any claim to the Trust as provided in the Coverage Documents.

(iv) Permitting the Trust's agents at any reasonable time to inspect the Member's properties and operations, and to examine the Member's books, documents and records of any and every kind pertinent to membership or in the administration of the Trust.

(v) Answering questionnaires pertinent to the operation of the Trust, or any particular pool maintained by the Trust, regarding the operations of the Member.

(e) *Trust Insolvency.* In the event of insolvency of the Trust, each Member or Former Member will continue to be liable for the payment of its own claims and liabilities arising during the period of membership.

5.11 Appointment as Agent. Each Member hereby appoints the Trust or its designated agent to act as the Member's agent and attorney-in-fact to act on its behalf, to execute all contracts, reports, waivers, agreements and service contracts, and to make an arrangement of payment of claims and all other things required for the proper and orderly operation of the Trust. Each Member agrees that the Trust or its designees shall have the sole responsibility for the adjustment and/or settlement of any and all claims.

SECTION 6 LIABILITY OF TRUSTEES AND INDEMNIFICATION

6.1 Errors and Omissions Insurance. The Trustees shall secure errors and omissions insurance covering each Trustee in such amounts and on such terms and conditions as determined appropriate by the Board.

6.2 Indemnity.

(a) *In General.* The Trust will indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or was a Trustee, Board Observer, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Trust. The Trust may indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or

was an employee or agent of the Trust. Any indemnification provided pursuant to this Section 5.4(a) will not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of any agreement, statute, policy of insurance, vote or resolution of the Board, contract, or otherwise. Notwithstanding the foregoing, the Trust shall not have any obligation to indemnify any person based on actions of such person that are found to constitute gross negligence or intentional misconduct by a court decision from which no appeal may be taken.

(b) *Advancement of Expenses.* The expenses incurred by a Trustee or other person in connection with any threatened, pending or completed action, suit or proceeding (except for an action, suit or proceeding by or in behalf of the Trust), whether civil, criminal, administrative, investigative, or otherwise, which the Trustee or other person is made or threatened to be made a party to or witness in, or is otherwise involved in, will be paid by the Trust in advance upon the written request of the Trustee or other person if he or she (i) furnishes the Trust a written affirmation that in good faith the Trustee believes that he or she is entitled to be indemnified by the Trust; and (ii) furnishes the Trust a written undertaking to repay such advance to the extent that it is ultimately determined by a court that such Trustee or other person is not entitled to be indemnified by the Trust.

(c) *Amendment.* No amendment to this Section 6.2 that limits the Trust's obligation to indemnify any person will have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person.

(d) *Further Action.* To the fullest extent permitted by law, no Trustee of the Trust or Board Observer will be personally liable to the Trust or the Members for monetary damages for conduct as a Trustee. Without limiting the generality of the preceding, if after this Section 6.2 becomes effective the Oregon statutes are amended to authorize Trust action further eliminating or limiting the personal liability of a Trustee or Board Observer, then the liability of Trustees of the Trust and the Board Observer will be eliminated or limited to the fullest extent permitted by the Oregon statutes, as so amended. No amendment or repeal of this Section 6.2 nor a change in the law, will adversely affect any right or protection that is based upon this Section 6.2 and that pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Section 6.2 unless the change in the law specifically requires such reduction or elimination.

6.3 Use of Trust Assets to Defend Trust. Trust Property may be used to defend claims of any type made against the Trust or Trustees, and such use shall not be deemed a conflict of interest for any Trustee.

SECTION 7 TERMINATION OF TRUST

7.1 Termination of Trust. The Trust shall terminate upon a vote to terminate the Trust by (A) the Board of Directors of the Sponsoring Member (if the Sponsoring Member is a Member) and (B) either (i) two-thirds of the Trustees or (ii) three-fourths of the Members. The

Trust shall terminate upon a determination by a court of competent jurisdiction that the purposes of the Trust cannot be accomplished, even with amendment or modification of the Agreement or Trust structure. In the event of termination, the Trust shall continue for the purpose of making allowances for claims, retiring any debt, distributing all assets, and performing all other functions necessary to conclude the affairs of the Trust, all of which shall be the responsibility of the Sponsoring Member, for which it will be paid reasonable compensation.

7.2 Distribution of Assets. Upon termination of the Trust, all Trust Property shall be distributed among the Special Districts and Public Bodies who are Members at the date of termination of the Trust, in proportion to their Contributions to the Trust during the 5 years immediately preceding the effective date of termination of the Trust.

7.3 No Assessments. The Trust shall not have the authority to assess Members or Former Members for additional Contributions in the event of Trust insolvency.

SECTION 8 AMENDMENT

8.1 Method of Amendment. This Agreement may be amended by vote of two-thirds of the Trustees and the approval of the Board of Directors of the Sponsoring Member. Amendments shall be distributed to the Members within 60 days of adoption.

8.2 Limitation on Amendments. No amendment to this Agreement shall be adopted which provides for distribution upon dissolution to other than the Members, that causes gratuitous diversion of Trust Property for the benefit of private interests, or retroactively divests a Member of a vested right granted to that Member pursuant to a Coverage Document.

SECTION 9 MISCELLANEOUS

9.1 Title to Trust Property. Legal title to all Trust Property shall be held by the Trustees for the exclusive benefit of the Members as described in this Agreement.

9.2 No Interest in Trust Property by Members. No Member shall have any right to or interest in Trust Property, and no creditor of any Member shall have any claim against Trust Property for any debt or obligation of a Member.

9.3 Intergovernmental Agreement. This Agreement is intended to be an intergovernmental agreement as described in Oregon Revised Statutes 30.282 for three or more Public Bodies to create a program of self-insurance, and shall be interpreted for all purposes as such an agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

9.5 Joinders. Any Joinder to this Agreement executed by a Member will be deemed to be that Member's assent to the entirety of this Agreement, as if such Member had executed an original of this Agreement.

9.6 Dispute Resolution.

(a) *Appeal to Board of Trustees.* In the event of any dispute arising from the operation of the Trust, the affected Member shall first appeal to the Board. In a matter relating to a claim under a Coverage Document, the appeal must be made within 30 days of the Trust's proposed resolution of the disputed claim unless otherwise provided in the Coverage Document. To institute an appeal, the Member must give written notice to the Chair or Vice-Chair of the Board, providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issue and the requested remedies. At the next scheduled Board meeting or at such other time as determined by the Chair, the Board will review the matter, using procedures as promulgated by the Board. The Board's decision will be communicated to the Member within 90 days of the Board's hearing of the appeal.

(b) *Mandatory Mediation.* If a dispute is not resolved by appeal to the Board, it must be submitted to the Arbitration Services of Portland ("ASP"), or its successor, for mediation. The Trust or any Member may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Member shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Member, or if more than one Member, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) *Mandatory Arbitration.* If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules of commercial arbitration for ASP. The Trust or a Member may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds \$250,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award,

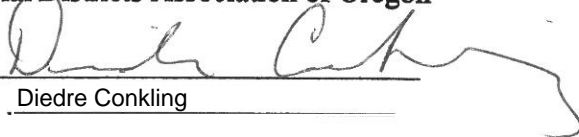
if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his or her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) *Coverage Document Dispute Resolution.* The dispute resolution provisions in any Coverage Document shall apply for the matters to which such provisions are made applicable in the Coverage Document, and shall supersede the dispute resolution provisions of this Section 9.6. If a Coverage Document is silent, or the dispute resolutions contained within it do not apply to a particular dispute, the dispute resolution provisions of this Section 9.6 shall apply.

This First Declaration of Trust is executed by the Sponsoring Member and by the Trustees, who by affixing their signature hereto, agree to accept their appointment as Trustees under this First Restatement of the Declaration of Trust of the Special Districts Insurance Services Trust as of the Effective Date.


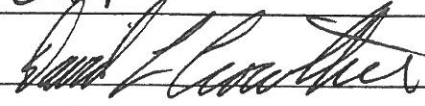
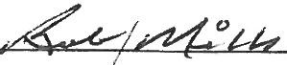




SPONSORING MEMBER:

Special Districts Association of Oregon


By: Diedre Conkling

Its: SDAO Board of Directors President

TRUSTEES:

Position No. 1	
Position No. 2	
Position No. 3	
Position No. 4	
Position No. 5	
Position No. 6	
Position No. 7	



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Goods and Services Contract between
Water Environment Services and Jacobi Carbons, Inc. for
Carbon Replacement at the Tri-City Wastewater Resource Recovery Facility

Purpose/Outcomes	Replacement of activated carbon within five (5) carbon towers at the odor reduction area within the Tri-City Wastewater Resource Recovery Facility.
Dollar Amount and Fiscal Impact	Water Environment Services FY2017-18 budget for a total contract value not to exceed \$170,000.
Funding Source	Water Environment Service FY 2017-18 annual budget. No General Funds impacted.
Duration	Date of Execution to June 30, 2018
Previous Board Action	N/A
Strategic Plan Assignment	<ol style="list-style-type: none"> 1. This project supports the WES Strategic Plan to provide partner communities with reliable waste water infrastructure to serve existing customers and support future growth. 2. This project supports the County Strategic Plan of building a strong infrastructure that delivers services to customers.
Contact Person	Greg Eyerly, Water Quality Manager, WES, 503-557-2802

BACKGROUND:

Existing activated carbon is installed in odor towers at Water Environment Services' (District) Tri-City Wastewater Resource Recovery Facility (WRRF) located in Oregon City, Oregon. Replacement of activated carbon is necessary within the five (5) twelve foot diameter dual-bed carbon towers at the odor reduction area located near the chlorine contact chambers. The towers filter air from the headworks, primary, and chlorine contact chamber treatment areas.

Properly functioning odor removal equipment is necessary for the health and safety of personnel working around these treatment areas. Removal of noxious odors associated with wastewater treatment is also necessary for maintaining good neighbor relations. Carbon replacement is required periodically to maintain the towers for efficient removal of odorous compounds and hazardous gases. The last replacement in these carbon towers occurred in 2011. The replaced carbon will be in the pelletized form, which should increase longevity and allow for less resistance during air scouring; providing an energy savings.

PROCUREMENT PROCESS:

Quotes were requested for the price of two (2) possible procedures: granular carbon replacement and pelletized carbon replacement. The project advertised in accordance with ORS and LCRB Rules. Two (2) quotes were received: Jacobi Carbons, Inc. quoted \$170,000.00 for pelletized carbon replacement and did not quote the granular carbon replacement; and PureAir Filtration quoted \$245,115 for granular carbon replacement and \$275,715.00 for pelletized carbon replacement.

After review of all quotes, Jacobi Carbons, Inc. was determined to be the lowest responsive and responsible quoter for a total contract amount not to exceed \$170,000.00.

The Contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

District staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Goods and Services Contract with Jacobi Carbons, Inc. for Carbon Replacement at the Tri-City Water Resource Recovery Facility for a total contract value of not to exceed \$170,000.

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the September 21, 2017 agenda by Procurement.



GOODS AND SERVICES CONTRACT

This Goods and Services Contract (this "Contract") is entered into between **Jacobi Carbons, Inc.** ("Contractor"), and Water Environment Services, a political subdivision of the State of Oregon ("District") for the purposes of providing **carbon replacement for the Tri-City Wastewater Resource Recovery Facility.**

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2017**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County acting as the Governing Body for the District. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFQ #2017-49 issued June 20, 2017, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's quote attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the District. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The District Representative for this contract is: Dan Strong.

III. COMPENSATION

- 1. PAYMENT.** The District agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The maximum compensation authorized under this Contract shall not exceed **\$170,000.00**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent District contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the District's Representative at:
danstro@clackamas.us.

IV. CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and its duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of

three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. District certify that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the District's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate District official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify District prior to using products containing hazardous chemicals to which District employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon District's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused

by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the District and Clackamas County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserve the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, Clackamas County, District or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the District evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The District, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the District evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the District and Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The District, at its option, may require a complete copy of the above policy.

C. Contractor shall provide District a certificate of insurance naming the District and Clackamas County, and their officers, elected officials, agents, and employees additional insureds. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include the District and Clackamas County and their agents, officers, and

employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract 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 Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the District. This policy(s) shall be primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the District.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or District at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against District, such facsimile transmission must be confirmed by telephone notice to District's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of District. District and Contractor intend that such Work Product be deemed "work made for hire" of which District shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from

copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in the District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to District that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

A. Performance Warranty. Contractor warrants that the goods provided to the District shall consistently perform according to the performance characteristics described in the Scope of Work.

B. Service Warranty. Contractor warrants that the services provided herein to the District, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and District's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the District to Contractor. The District agree to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the following Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

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

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, by operation of law or otherwise, without obtaining prior written approval from the District. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. District may assign all or part of this Contract at any time without further permission required to the Contractor. District may assign all or part of this Contract at any time without further permission required to the Contractor.

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

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract 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 Contract. Further, any violation of Contractor's warranty in this Contract 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 Contract. Any violation shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to District's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, 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 District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) 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; (C) 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 (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the District for convenience upon thirty (30) days' written notice to the Contractor; (B) District may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the District, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the District are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the District for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the District, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the District (or from applicable federal, state, or other sources) to permit the District in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, District may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the District, less previous amounts paid and any claim(s) which the District has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to District on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the District shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections

20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless District expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to District all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research or objects or other tangible things needed to complete the work.

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

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither District nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, District's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or

deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the District except as to latent defects, fraud and Contractor’s warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the District at times and places determined by the District. If the District finds goods and services furnished to be incomplete or not in compliance with the District, the District, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the District at a reduced price, whichever the District deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the District, the District y may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District’s rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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

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

Jacobi Carbons, Inc.

Water Environment Services

Authorized Signature

Date

Chair

Date

Name / Title (Printed

Recording Secretary

Date

Telephone Number

Approved as to Form:

Oregon Business Registry #

County Counsel

Date

Entity Type / State of Formation