

AGENDA

Thursday, October 15, 2015 – 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2015-109

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation on Cancer Awareness – Dr. Sarah Present, Health Officer

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. Board Order No. _____ Approving of Mental Health Director's Designees to Authorize a Custody Hold Under ORS 426.233 – *Behavioral Health*

B. Finance Department

1. Approval of an Authorization to Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc. – *Purchasing*
2. Approval of an Authorization to Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc – *Purchasing*
3. Approval of an Amendment for Personal Services Contract with Fish Marketing for Road Maintenance/Road Safety Outreach, Graphic Design and Social Media Support Services – *Purchasing*

C. Elected Officials

1. Approval of previous Business Meeting Minutes – *BCC*
2. Approval of an Intergovernmental Agreement between Clackamas County, The Tri County Metropolitan Transportation District of Oregon (TriMet), and the City of Portland for Transit Police Services – *CCSO*
3. Request for Approval for the Clackamas County Sheriff's Office (CCSO) to enter into an Annual Operating Plan & Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan – *CCSO*

D. Emergency Management

1. Approval of FY2015 Emergency Management Performance Grant between Clackamas County and the State of Oregon

IV. COUNTY ADMINISTRATOR UPDATE

V. 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

COPY

October 15, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Presentation on Cancer Awareness

Purpose/Outcomes	To inform the citizens of Clackamas County on Cancer.
Dollar Amount and Fiscal Impact	No Fiscal Impact
Funding Source	None
Safety Impact	None
Duration	None
Previous Board Action	None
Contact Person	Dr. Sarah Present, Health Officer 503-742-5300
Contract No.	N/A

BACKGROUND:

The Public Health Division, a division of the Health, Housing & Human Services Department is presenting a presentation of Cancer Awareness. In honor of Cancer Awareness in October, the Public Health Division has prepared a presentation for the Board and citizens of Clackamas County.

RECOMMENDATION:

No action needed.

Respectfully submitted,


Richard Swift, Director

Cancer Awareness: It's More than a Month

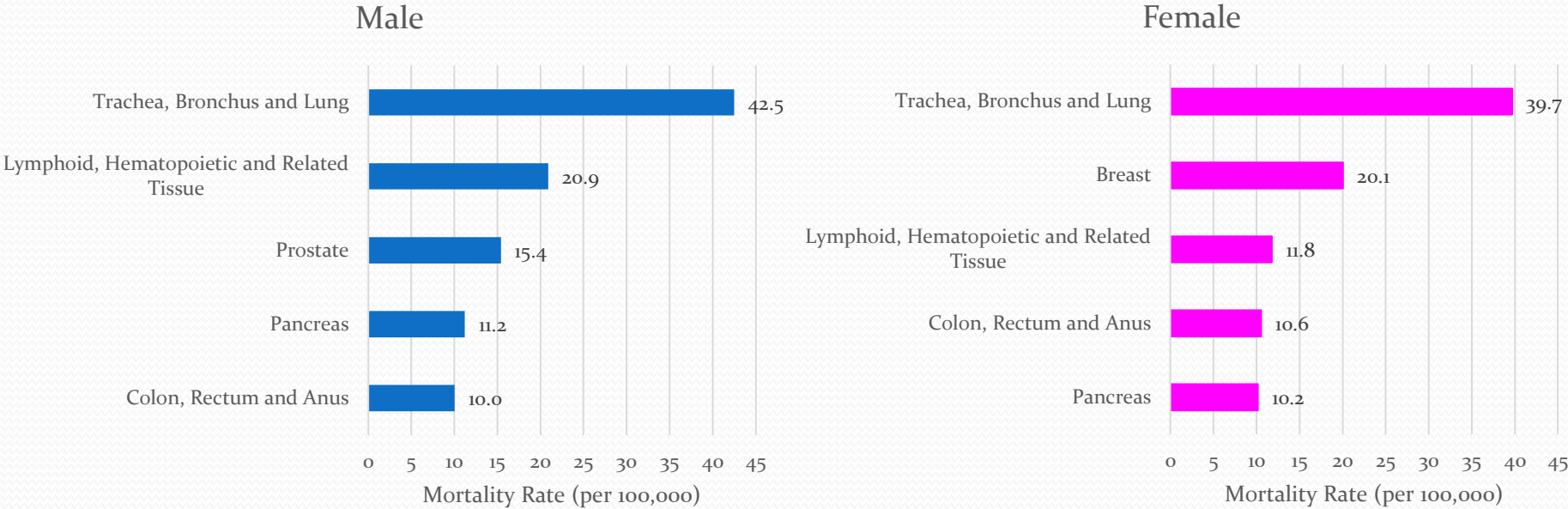
October 2015

Burden of Cancer



1 out of **3** women and
1 out of **2** men will be
diagnosed with cancer
in their lifetimes.

Cancer Mortality Rates by Sex Clackamas County, 2013



Source: Oregon Public Health Assessment Tool, Oregon Health Authority

Many Causes of Cancer

- Chemicals
- Viruses
- Genetics
- Lifestyle

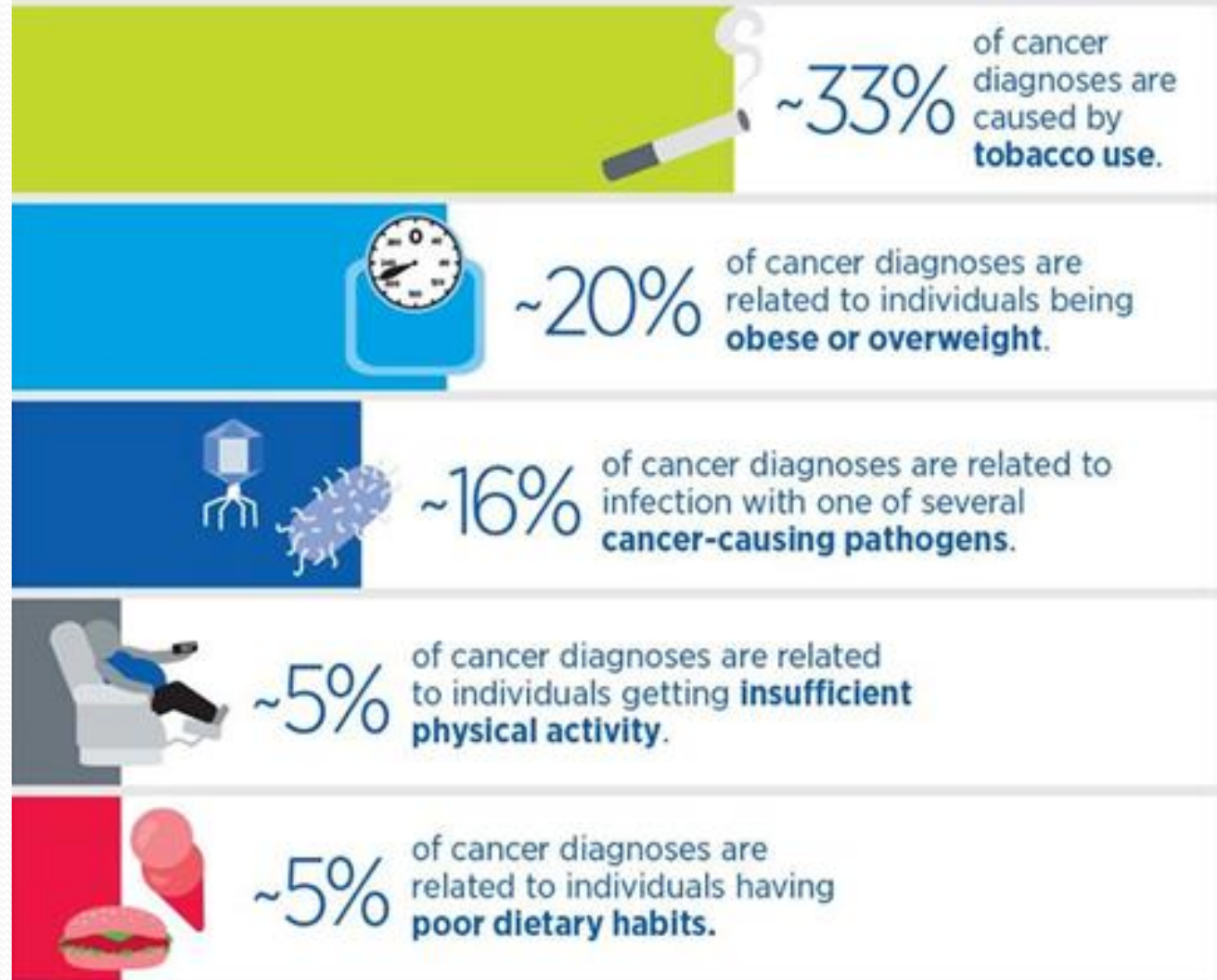


Risk Factors

- Smoking
- Poor diet, physical inactivity, obesity
- Infections
- UV radiation
- Environmental pollutants & occupational exposures

More than half of the estimated cancer deaths are related to preventable causes

Among the factors with the biggest impact on cancer incidence in the United States are the following:



About 17% of Clackamas County adults regularly smoke cigarettes.

The number of adult smokers in Clackamas County increased 10,000 between 2013-2014.

Clackamas County Tobacco Fact Sheet, 2014

Tobacco's toll in one year



50,400 Adults who regularly smoke cigarettes

11,634 People with a serious illness caused by tobacco



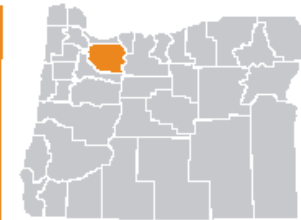
595

Tobacco-related deaths



\$118.7 Million

spent on tobacco-related medical care



Population

Youths 88,342
Adults 297,738
Total residents 386,080

\$95.1 Million

In productivity losses due to premature tobacco-related deaths

Among tobacco retailers assessed in Clackamas County



More than **1 in 2** was located within 1,000 feet of a school or park



2 in 3 advertised tobacco outside



Nearly **8 in 10** sold tobacco at discounted prices



\$1.23 was the average price of a single, flavored little cigar



The Tobacco Industry spent **\$112 million** a year promoting tobacco products in Oregon stores in 2012.

Components of a comprehensive tobacco prevention program



Oregon's Tobacco Prevention and Education Program (TPEP) supports local public health authorities to serve all 36 counties and nine federally-recognized tribes. TPEP works to:

- Engage communities in reducing the tobacco industry influence in retail stores
- Increase the price of tobacco
- Promote smokefree environments
- Provide support and resources to Oregon smokers who want to quit
- Engage diverse populations of Oregonians

How can We Reduce our Cancer Risk?

Quit Tobacco



Oregon Tobacco Quit Line 1-800-QUIT-NOW www.quitnow.net

Live an Active Life



Eat Healthy



Vegetables and Fruits - 2½ cups every day



Whole Grains - oats, barley, quinoa, brown rice

Visit Your Doctor

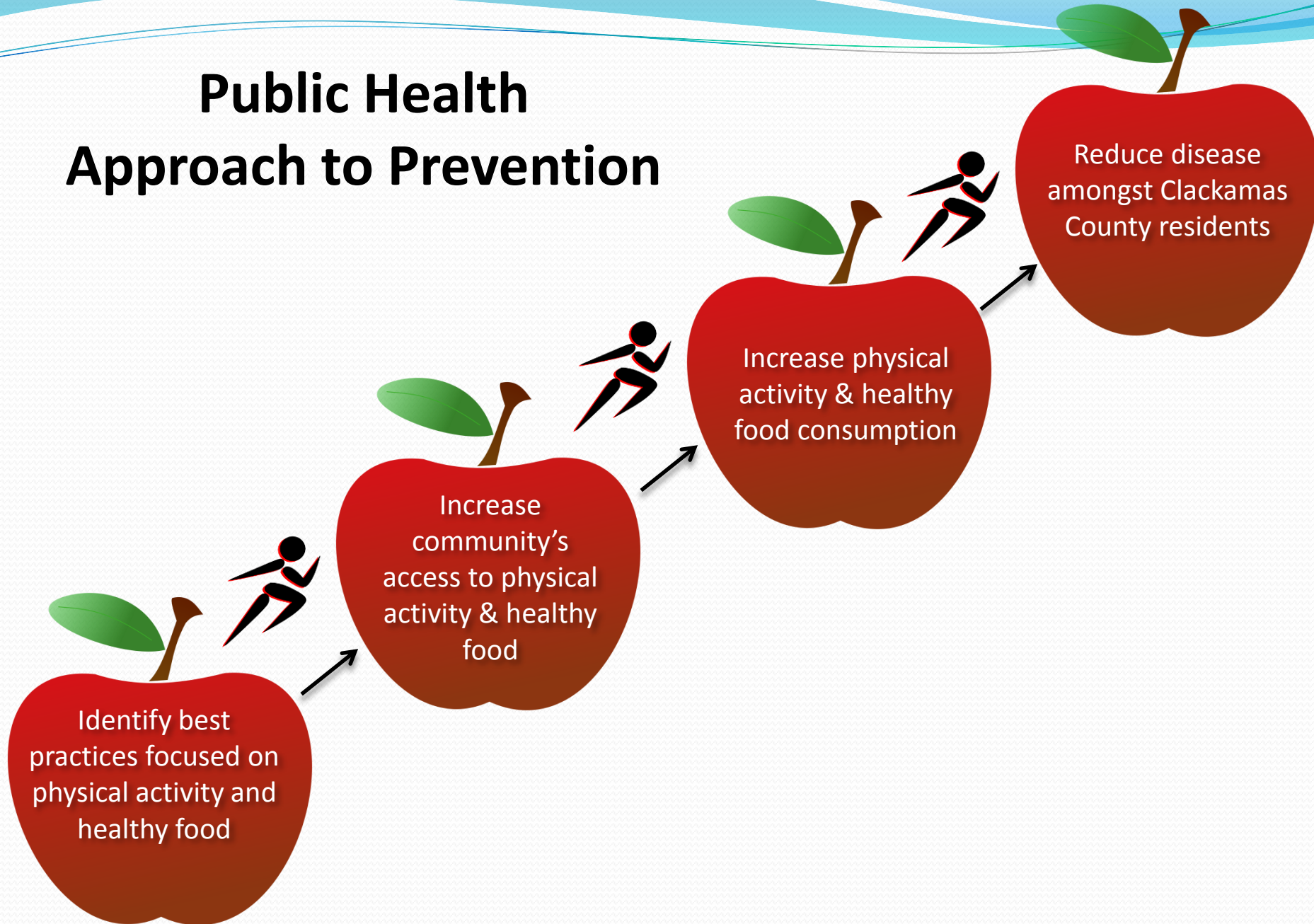
Cancer Screenings: Breast, Cervical, Colorectal, Lung, Prostate



9 OUT OF **10**

CASES OF COLORECTAL CANCER CAN BE TREATED SUCCESSFULLY WHEN FOUND EARLY.

Public Health Approach to Prevention



Healthy Eating Active Living (HEAL) Grants

	2011	2012	2013	2014	2015
Projects funded	13	15	13	12	14
Amount awarded	\$88,000	\$102,000	\$100,000	\$99,000	\$100,000



Clackamas County Public Health is Accepting HEAL Grants Proposals

- New applications for community-based projects that increase access to healthy foods and physical activity.
- Submission deadline for 2016 HEAL Grants is December 17, 2015. To apply, visit:
<http://www.clackamas.us/publichealth/heal.html>

COPY

October 15, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

Board Order # _____ Approval of Mental Health Director's
Designees to Authorize a Custody Hold Under ORS 426.233

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBHD) of the Health, Housing and Human Services Department requests the Board approve the Designation of Jeanette Bailey, MSW, with Cascadia Behavioral Healthcare; Samantha Blazier, M.A. with Cascadia Behavioral Healthcare; and Maren Norton, M.A. with Cascadia Behavioral Healthcare by the CCBHD Director as additional designees authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective October 15, 2015 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Safety Net Services Manager Clackamas County Behavioral Health Division (503) 742-5833
Contract No.	N/A

BACKGROUND:

The Behavioral Health Division of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached). The Director Designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Jeanette Bailey, MSW, with Cascadia Behavioral Healthcare; Samantha Blazier, M.A. with Cascadia Behavioral Healthcare; and Maren Norton, M.A. with Cascadia Behavioral Healthcare, as additional qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,


Richard Swift, Director

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

In the Matter of the Designation of
Jeanette Bailey, MSW, with Cascadia
Behavioral Healthcare; Samantha Blazier,
M.A. with Cascadia Behavioral Healthcare;
and Maren Norton, M.A. with Cascadia
Behavioral Healthcare as Mental Health
Director Designees to Direct Peace Officer
Custody Holds

ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Richard Swift, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of, Jeanette Bailey, MSW, with Cascadia Behavioral Healthcare; Samantha Blazier, M.A. with Cascadia Behavioral Healthcare; and Maren Norton, M.A. with Cascadia Behavioral Healthcare as additional designees of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of, Jeanette Bailey, MSW, with Cascadia Behavioral Healthcare; Samantha Blazier, M.A. with Cascadia Behavioral Healthcare; and Maren Norton, M.A. with Cascadia Behavioral Healthcare as qualified mental health professionals authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 15th day of October, 2015.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation. (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]



Capt. Chris Hoy
Director

CLACKAMAS COUNTY COMMUNITY CORRECTIONS
 1024 MAIN STREET • OREGON CITY • OREGON • 97045
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Authorization to Purchase Public Safety Communication Equipment and
Services from Motorola Solutions Inc.

Purpose/Outcomes	Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc
Dollar Amount and Fiscal Impact	Community Corrections will use \$234,611 in carryover funds.
Funding Source	219-1320-00-450500 \$234,611
Safety Impact	Provides law enforcement the ability to receive critical information when dealing with dangerous persons/situations
Duration	None
Previous Board Action	None
Contact Person	Captain Chis Hoy, Director 503-655-8866
Contract No.	N/A

Community Corrections utilizes Motorola portable radios for all law enforcement communications. The Motorola infrastructure has been in place for communication services and is currently undergoing an upgrade to become compliant with P25 upgrades for communication interoperability. These upgrades are mandatory and are being phased in over the next few years.

Community Corrections currently has 25 radios in service which will need to be replaced to become compliant with the P25 standard. All of the radios are well beyond warranty and no longer serviceable and when they fail they must be replaced.

This purchase is for replacement units for the phase out of older, out-of-warranty units and to expand our available radios. Currently we have 25 shared radios for 34 Parole & Probation Officers. This purchase will give us the ability to assign each officer an individual radio.

A notice of the Intent to Purchase the Public Safety Communications and Services from Motorola Solutions was issued September 30, 2015. No comments were received by the time of closing, 1:00 PM, October 7, 2015.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Public Safety Communications Equipment and Services from Motorola Solutions Inc. (#02702). This purchase is being coordinated with Washington County Consolidated Communications Agency (WCCCA), the Clackamas 800 Radio Group (C800) and the City of Newberg.

RECOMMENDATION:

Approval of an Authorization to Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc.

Respectfully submitted



Captain Chris Hoy
Director

Placed on the Board Agenda of October 15, 2015 by the Procurement Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

October 15, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of October 15, 2015, approval of an Authorization to Purchase Public Safety Communications Equipment and Services for the Clackamas County Community Corrections Department from Motorola Solutions Inc. This purchase was requested by Captain Chris Hoy.

This purchase is in compliance with LCRB Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon, through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Public Safety Communications Equipment and Services (contract 02-702).

A Notice of Intent to Purchase was issued September 30, 2015; no comments were received at the time and date of closing of 1:00 PM October 7, 2015.

Funds for this purchase are budgeted in FY 2015/2016 in account line 219-1320-00-450500. The amount of this purchase is \$234,611.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the Authorization to Purchase Public Safety Communications Equipment and Services from Motorola Solutions Inc.

Sincerely,

Tom Averett, CPPB
Buyer



Clackamas County Sheriff's Office

RAIG ROBERTS, Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Authorization to Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc.

Purpose/Outcomes	Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc	
Dollar Amount and Fiscal Impact	The Sheriff's Office has budgeted \$227,761.54 for this purchase in the FY-2015-16.	
Funding Source	216-1620-06831-425100	\$162,365.15
	770-7521-00-437900	\$ 65,396.39
	Total-	\$227,761.54
Safety Impact	Provides law enforcement the ability to receive critical information when dealing with dangerous persons/situations	
Duration	None	
Previous Board Action	None	
Contact Person	Deputy Gregory Shellans 503 789 5839	
Contract No.	N/A	

The Clackamas County Sheriff's Office utilizes both Motorola mobile and portable radios for all law enforcement communications. The Motorola infrastructure has been in place for communication services and is currently undergoing an upgrade to become compliant with P25 upgrades for communication interoperability. These upgrades are mandatory and are being phased in over the next few years.

The Sheriff's Office currently has over 650 radios (mobiles and portables combined) in service which will need to be replaced to become compliant with the P25 standard. All of the radios are well beyond warranty and over 260/650 of the existing radios are no longer serviceable and when they fail, they must be replaced.

Current purchases of replacement radios are already to the new P25 standard. This purchase is for replacement units for the phase out of older, out-of-warranty units. The Sheriff's office has budgeted funds to purchase 48 replacement P25 compliant Motorola radios, in combination of mobiles and portables.

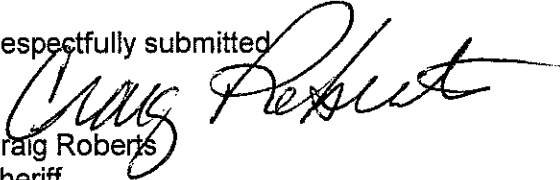
A notice of the Intent to Purchase the Public Safety Communications and Services from Motorola Solutions was issued September 30, 2015. No comments were received by the time of closing, 1:00 PM, October 7, 2015.

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Public Safety Communications Equipment and Services from Motorola Solutions Inc. (#02702). This purchase is being coordinated with Washington County Consolidated Communications Agency (WCCCA), the Clackamas 800 Radio Group (C800) and the City of Newberg.

RECOMMENDATION:

Approval of an Authorization to Purchase Public Safety Communication Equipment and Services from Motorola Solutions Inc.

Respectfully submitted



Craig Roberts
Sheriff

Placed on the Board Agenda of October 15, 2015 by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

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

October 15, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of October 15, 2015, approval of an Authorization to Purchase Public Safety Communications Equipment and Services for the Clackamas County Sheriff's Office from Motorola Solutions Inc. This purchase was requested by Sheriff Craig Roberts.

This purchase is in compliance with LCRB Rule C-046-0400, Authority for Cooperative Procurements. The State of Oregon, through the Western States Contracting Alliance (WSCA) competitively awarded a contract for Public Safety Communications Equipment and Services (contract 02-702).

A Notice of Intent to Purchase was issued September 30, 2015; no comments were received at the time and date of closing of 1:00 PM October 7, 2015.

Funds for this purchase are budgeted in FY 2015/2016 in account line 216-1602-06831-421210 and 770-7521-00-437900. The amount of this purchase is \$227,791.54.

RECOMMENDATION:

Staff respectfully recommends that the Board approve the Authorization to Purchase Public Safety Communications Equipment and Services from Motorola Solutions Inc.

Sincerely,

Tom Averett, CPPB
Buyer



GARY SCHMIDT
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS
PUBLIC SERVICES BUILDING
2051 KAEN ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment for Personal Services Contract with Fish Marketing for Road Maintenance/Road Safety Outreach, Graphic Design and Social Media Support Services

Purpose/Outcomes	Approve a contract amendment for Fish Marketing supporting Road Maintenance and Safety Outreach, Graphic Design and Social Media Support Services.
Dollar Amount and Fiscal Impact	\$150,000 contract extension (for continued outreach, graphic design and social media support services). With this extension, total contract amount will be \$300,000.
Funding Source	General Fund/DTD Budget
Safety Impact	N/A
Duration	Contract extension through December 15, 2016
Previous Board Action	NA
Contact Person	Amy Kyle, Public and Government Affairs, 503-742-5973.
Contract No.	

BACKGROUND:

The Board of County Commissioners has identified road maintenance funding as a priority for Clackamas County as the current gap between the amount of available revenue and our maintenance needs is approximately \$17 million each year and growing. Well-maintained roads are also safer roads, and the cost of maintaining roads today is significantly less than reconstructing them in the future.

On March 17, 2014, the County entered into a contract with Fish Marketing to provide Road Maintenance Outreach, Graphic Design and Social Media Support Services. Fish Marketing was selected through a Request for Proposal process.

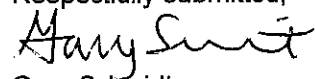
The original contract value was \$25,000. Amendment #1 extended the contract to December 2014, but did not include additional funding. Amendment #2 added \$37,000 to the contract to continue outreach efforts and build a project website. Amendment #3 added \$88,000 and extended the contract through December 2015 to increase public knowledge of the need for an ongoing, local funding source for road maintenance and to identify issues that are most important to the public and stakeholders. Amendment #4, proposed today, will add \$150,000 to continue the social media and outreach campaign on road maintenance needs, with a focus on increasing understanding of how well-maintained roads and other programs the county and public can work on together can improve transportation safety and help reduce the number of crashes with fatalities and severe injuries.

This amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends Board approve the Personal Services contract amendment with Fish Marketing for Road Maintenance/Road Safety Outreach, Graphic Design and Social Media Support Services.

Respectfully submitted,


Gary Schmidt
Director, Public and Government Affairs

Placed on the Agenda of October 15, 2015 by the Purchasing Division



LANE MILLER
MANAGER

PURCHASING DIVISION

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

October 15, 2015

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of October 15, 2015, approval of a contract amendment number 4 with Fish Marketing to provide Road Maintenance Outreach and Graphic Design Services. This amendment was requested by Gary Schmidt, Director, Public and Government Affairs. On March 17, 2014, the County entered into a contract with Fish Marketing; Fish Marketing was selected through a Request for Proposals process.

The original value of the contract was \$25,000. Amendment #1 was a time extension, Amendment number 2 added \$37,000 to the contract, amendment number 3 added \$88,000 and extended the time of the contract, amendment number 4 will add \$150,000, increasing the total amount of the contract to \$300,000 and will extend the term of the contract to June 30, 2016. Funds are budgeted by the Department of Transportation and Development, County Administration and Public and Government Affairs in FY 2015-2016 for this project.

This amendment is in compliance with LCRB Rules C-047-0800, Contract Amendments (1)(b) Unanticipated Amendments, and C-050-0100, Delegation of Authority.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff respectfully recommends approval of amendment #4 to contract with Snowfish Inc., dba Fish Marketing to provide Road Maintenance Outreach and Graphic Design Services.

Respectfully submitted,

Tom Averett, CPPB
Buyer

AMENDMENT #4 TO THE CONTRACT DOCUMENTS WITH FISH MARKETING FOR ROAD MAINTENANCE OUTREACH AND GRAPHIC DESIGN SERVICES

This Amendment #4, when signed by Snowfish Inc., dba Fish Marketing ("Contractor") and Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the Contractor and County entered into those certain contract documents for the provision of services dated March 17, 2014 as may be amended ("Contract");

WHEREAS, the Contractor and County desire to amend the Contract pursuant to this Amendment; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contracts are amended as follows:

SECTION 1, SCOPE OF WORK:

ADD THE REVISED SCOPE OF WORK JUNE 2015 ATTACHMENT "B"

EXTEND THE TERM OF THE CONTRACT TO June 30, 2016.

SECTION II COMPENSATION:

The total not to exceed value of this Contract shall not exceed \$300,000 (original contract \$25,000 + amendment #2 \$37,000 + amendment #3 \$88,000 + amendment #4 \$150,000).

Original contract:	\$25,000
Amendment #1	Time extension
Amendment #2	37,000
Amendment #3	88,000 and time extension
Amendment #4	<u>150,000 and time extension</u>
	\$300,000

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

Snowfish Inc.
dba Fish Marketing
107 SE Washington, Suite 620
Portland, OR 97214

Authorized Signature

Doug Fish, President
Name, Title

9/28/2015
Date

503-635-0007
Phone Number

Entity Type /State of Formation /
Oregon Business Registry number:

corporation - OR - 112312-97

Clackamas County Board
of Commissioners:

Chair

Recording Secretary

Date

REVIEWED AS TO FORM

[Signature]
County Counsel

ATTACHMENT "B"

REVISED SCOPE OF WORK

ROAD SAFETY OUTREACH AUGUST '15-JUNE '16



MEETS



ROAD SAFETY OUTREACH

DRAFT SCOPE – AUGUST '15 – JUNE '16

CAMPAIGN GOALS:

Through a holistic campaign, educate Clackamas County residents of the importance of road safety and of the formal program to reduce the number of fatalities and serious injuries on our roadways by 50% by 2020.

- Make a positive impact on person-centered factors (distracted and aggressive driving, driving under the influence, and inexperienced drivers).
- Continue to create awareness for the need for preventive road maintenance and help the public understand the tie to safety. Our roads are not unsafe now. But without the necessary preventive maintenance they may be tomorrow.
- Integrate the county's public communication efforts. Uniting the look, feel and messaging of efforts from the same county department.

STRATEGY ONE: PAID PSA'S AND SOCIAL MEDIA

- Under a visible, unified campaign, focus on individual safety factors, each with their own messaging and mini-campaigns:
 - Cell-phone free driving
 - No drinking and driving
 - Well-trained, focused new drivers
 - No aggressive driving
 - Well-maintained roads
- Take a serious subject and create engaging, clever themes and messaging that will attract attention.

TACTIC 1:

- Take each safety factor and create short, video clips that can run as Youtube and Facebook ads, in in local theatres. Use county video staff in production.
- Create a variety of Pandora radio spots modeled after the video clips.
- Use print applications of the theme in mall advertising and for community outreach materials.

Creative Approach: Use kids as our spokespeople. In a series called "In the Drivers Seat", kids are the star. They may be small but they talk big about road safety issues. They ride in the back of cars that are important to them (ice cream truck, car of clowns, etc). Think taxi-cab confession style, but funny, engaging and educational. They talk about the safety risk to the precious cargo (choco tacos, balloons, etc)

TACTIC 2:

- Social media campaign with regular compelling posts and images, planned and strategically metered out to keep a constant and fresh presence.

DRAFT

Approval of Previous Business Meeting Minutes:

October 1, 2015

(draft minutes attached)

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, October 1, 2015 – 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

1. Presentation of the 2015 U.S. Travel Association's Destiny Achievement Awards Recognition to Oregon's Mt. Hood Territory (Danielle Cowan, Jeannine Breshears, Tourism & Cultural Affairs)
 2. Presentation Regarding Earthquake Preparedness and the Clackamas County Shake Out Drill (Jay Wilson, Emergency Management)
- ~Board Discussion~

II. CITIZEN COMMUNICATION

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

1. Tena Olson, - Spoke regarding Veterans bills passed by the Oregon Legislature and offered thanks and gratitude to the Commissioners for the work they are doing to help Veterans in Clackamas County.
2. Steve Bates, Boring - Spoke on Performance Clackamas and the Urban Growth report and its effects on the people of Clackamas County. Addressed his opinion that a Commission member should carry out the Board's directives while serving as a representative on committees
3. Don King, Milwaukie - Spoke regarding the Jennings Lodge zone change hearing. He urged Commissioners to make citizen participation a top priority
4. Allyson Sosa, Portland - Spoke regarding saving the trees in the Jennings Lodge area. Asked the Commissioners to become part of the solution to protect and save our natural resources and the beauty of our County

~Board Discussion~

III. CONSENT AGENDA

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

MOTION:

Commissioner Bernard: I move we approve the consent agenda.
Commissioner Schrader: Second.
Clerk calls the poll.

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas : Aye.
Chair Ludlow: Aye – the motion passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, Acting by and through its Oregon Health Authority, for Adult Mental Health Initiative (AMHI) - *Behavioral Health*
2. Approval of an Agency Service Agreement with Lifeworks, NW for Assertive Community Treatment Programs - *Behavioral Health*
3. Approval of a Revenue Agreement with Oregon Department of Education – Youth Development Division for PreventNet Community Schools – *Children, Youth & Families*
4. Approval for a Revenue Agreement with CareOregon for Dental Health Expansion – *Health Centers*
5. Approval of Amendment No. 1 for the Agreement with CompHealth Locum Tenens for Locum Tenens Staffing – *Health Centers*

B. Elected Officials

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

C. Administration

1. Resolution No. **2015-96** Valuing Diversity, Equity and Inclusion in Clackamas County

D. Juvenile Department

1. Approval of a Grant Award through the Criminal Justice Commission to Enhance the Clackamas County Juvenile Drug Court Program
2. Approval of Amendment No. 2 to the Intergovernmental Agreement between Clackamas County Juvenile Department and Multnomah County to Increase Capacity of the Assessment and Evaluation Beds

IV. COUNTY ADMINISTRATOR UPDATE

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

V. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 11:39 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



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 15, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the Tri County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County for Transit Police Services—Contract #GS150813LG.

Purpose/Outcome	Continuance of transit police services under Contract No. GS150813LG for transit police services from September 29, 2015 through June 30, 2016, with automatic renewal for four successive one-year terms (July 1 through June 30), commencing on July 1, 2016, unless terminated under the terms of this Agreement.
Dollar Amount and Fiscal Impact	To be agreed upon by all parties. CCSO budget will be submitted to TriMet upon execution of this agreement.
Funding Source	Tri County Metropolitan Transportation District of Oregon is the source of funds for this agreement.
Safety Impact	This collaboration provides: 1) A visible law enforcement presence for the transit system; 2) Expedient calls for service; 3) Enhanced enforcement and law enforcement support; and 4) Problem-oriented policing with the goal of prevention.
Duration	September 28, 2015 through July 1, 2015 with automatic renewal for four successive one-year terms (July 1 through June 30), commencing on July 1, 2016, unless terminated under the terms of this Agreement.
Previous Board Action/Review	Approval of prior years' agreements.
Contact Person	Robert Wurpes, Lieutenant – office (503) 785-5083
Contract No.	GS150813LG

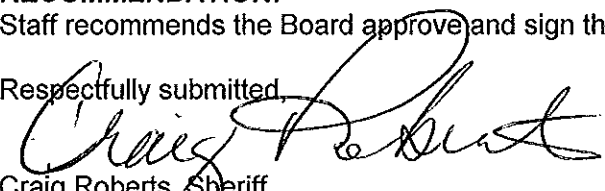
BACKGROUND:

This amendment will allow for the continuance of transit police services identified in Contract # GS150813LG, where Tri-Met will reimburse CCSO for salaries, overtime, insurance, retirement, other benefits and indirect costs and overhead. This is for the period from September 28, 2015 through July 1, 2015, with automatic renewal for four successive one-year terms (July 1 through June 30), commencing on July 1, 2016, unless terminated under the terms of this Agreement. County Counsel has approved this Agreement.

RECOMMENDATION:

Staff recommends the Board approve and sign this agreement for transit police services.

Respectfully submitted,


Craig Roberts, Sheriff

"Working Together to Make a Difference"

**INTERGOVERNMENTAL AGREEMENT
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON, THE CITY OF PORTLAND AND CLACKAMAS COUNTY
FOR TRANSIT POLICE SERVICES**
Contract No. GS150813LG

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), the City of Portland (Portland) and Clackamas County, pursuant to authority granted in ORS Chapter 190.

RECITAL

TriMet, Portland and Clackamas County ("the parties") desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

AGREEMENT

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from September 29, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for four successive one-year terms (July 1 through June 30) commencing on July 1, 2016, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibits A and Exhibits 1 through 4.
3. **TERMINATION:**
 - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
 - b. If TriMet is unable to appropriate sufficient funds to pay Clackamas County for their services under this Agreement, TriMet must notify Clackamas County and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default and pursue any available legal or equitable remedies.
 - d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

Portland and Clackamas County will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Clackamas County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Clackamas County and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Clackamas County and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. INSURANCE: Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. ADHERENCE TO LAW: Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. ACCESS TO RECORDS: Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. SUBCONTRACTOR AND ASSIGNMENT: No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. ATTORNEY FEES: In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
10. SEVERABILITY: The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
11. FEDERAL FUNDING: This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third party contracts by that financial assistance agreement as set forth in the attached and incorporated Exhibit A.

12. ENTIRE AGREEMENT: This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibit A and the Exhibits 1 through 4 which are attached hereto and made a part of this Agreement and constitutes the entire agreement among the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. NOTICES: The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

CLACKAMAS COUNTY
 2051 Kaen Road
 Oregon City, OR 97045

CITY OF PORTLAND
 1221 SW 4TH Ave.
 Portland, OR 97204

**TRI-COUNTY METROPOLITAN
 TRANSPORTATION DISTRICT OF
 OREGON (TRIMET)**
 4012 SE 17th Ave.
 Portland, OR 97202

 John Ludlow
 Chair
 Clackamas County Commissioners

 Charlie Hales
 Mayor

 Harry Saporta
 Executive Director, Safety, Security &
 Environmental Services

 date

 date

 date



 Craig Roberts
 Sheriff


 Mary Hull Cabellero
 Auditor

10-14-15

 date

 date

Approved as to form:



 Legal Counsel

 Tracy Reeve, City Attorney

 TriMet Legal Counsel

9-29-15

 date

 date

 date

Exhibits:

Exhibit A – U.S. Department of Homeland Security Grant Requirements

Exhibit 1 – Transit Police Division Administration & Operations

Exhibit 2 – Transit Police Division Staffing Letter

Exhibit 3 – Transit Police Division Personnel Operations

Exhibit 4 – SOP A-20 Transit Police Standard Operating Procedure

EXHIBIT A

U.S. DEPARTMENT OF HOMELAND SECURITY GRANT REQUIREMENTS

As used below, the term "Contractor" shall mean Clackamas County.

I. DEFINITIONS

- A. Homeland Security Directive includes any Homeland Security circular, notice, order or guidance providing information about Homeland Security grants, programs, application processing procedures, and Project management, including grant requirements and guidelines.
- B. Government means the United States of America and any executive department or agency thereof.
- C. Homeland Security means the United States Department of Homeland Security (DHS) or its Office for Domestic Preparedness, and including but not limited to the Federal Emergency Management Agency (FEMA).
- D. Third Party Subcontract means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from Homeland Security.

II. FEDERAL REQUIREMENTS

- A. Homeland Security requires that a grant recipient require that any contractor employed in completion of a DHS grant project comply with the applicable requirements of Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the terms and conditions of which are incorporated herein by reference. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with the foregoing requirements
- B. Contractor shall at all times comply with all applicable terms, conditions, regulations, policies, procedures and Homeland Security Directives, including without limitation those listed directly or by reference in the financial assistance agreement between TriMet and the Homeland Security, as they may be amended or promulgated from time to time during the term of this Agreement, which shall be deemed to be incorporated herein. Contractor's failure to so comply shall constitute a material breach of this Agreement. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- C. All Homeland Security mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause TriMet to be in violation of the Homeland Security terms and conditions.

III. ACCESS TO RECORDS

- A. Contractor agrees to provide TriMet, Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than six years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Contractor receives final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until TriMet, Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- D. Contractor agrees to include paragraphs A, B, and C above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IV. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 CFR Part 200. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 CFR Part 180, or affiliates, as defined at 2 CFR Part 180, are excluded or disqualified as defined therein. By signing this Agreement, Contractor makes a material representation of fact relied upon by TriMet that Contractor has complied with 2 CFR Part 180. If it is later determined that Contractor knowingly rendered an erroneous representation of compliance with 2 CFR 200, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Contractor is required to comply with 2 CFR Part 200 throughout the term of this Agreement, and must include the requirement to comply with 2 CFR Part 200 in any lower tier covered transaction it enters into.

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. TriMet and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- B. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed

that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS (*applicable to non-construction contracts in excess of \$2,500 that employ laborers or mechanics*)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) and 40 U.S.C. 3701-3708 as applicable, as amended and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause in Paragraph B of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages** – TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts** - The contractor or subcontractor shall include in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

VII. NOTICE OF REPORTING REQUIREMENTS

Contractor shall comply with the reporting requirements of Homeland Security stated in 2 CFR Part 200.328 , The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland

Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VIII. COPYRIGHTS

- A. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IX. PATENT RIGHTS

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, TriMet and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), TriMet and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government in accordance with 44 CFR Part 13.36(i) (8).
- B. The Contractor also agrees to include paragraph A above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

X. ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with 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 (Pub L. 94-163, 89 Stat.871). Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

In addition, to the extent applicable, Contractor shall comply with the requirements of 2 CFR Part 200.322 regarding procurement of recovered materials.

XI. ENVIRONMENTAL REQUIREMENTS

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA regional office.
- B. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.
- C. Contractor agrees to include the requirements at paragraphs A, B and C above in each third party subcontract exceeding \$150, 000 financed in whole or in part with Federal assistance provided by Homeland Security.

CERTIFICATION
REGARDING 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, 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.

Clackamas County certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this ____ day of _____, 20 ____

By: _____
Signature of Authorized Official

Title of Authorized Official

EXHIBIT 1

TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

1. SERVICE LEVEL

For the term of this Agreement, Clackamas County will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Clackamas County Sheriff, the Transit Police Division Commander and TriMet's Executive Director - Safety, Security and Environmental Services ("Executive Director") with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. Clackamas County personnel assigned to the Division will remain employees of Clackamas County and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:
- (1) Visible Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
 - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
 - (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
 - (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
 - (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
 - (6) Problem Orienting Policing: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

- b. Agency Cooperation and Coordination:
- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, and Clackamas County are coordinated and effective.
 - (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
 - (3) Clackamas County agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Clackamas County agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to Clackamas County, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.
- d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. City of Portland agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.
- e. Body Cameras: It is the intent that sworn officers will wear body cameras, subject to a Subsidiary Agreement law enforcement jurisdiction and Portland reaching mutual written agreement regarding the acquisition, implementation, and use of body cameras. Portland shall be responsible for the Division's acquisition, implementation, and use of body cameras. This is subject to additional policy development and legislation.
- f. Term of Assignment: Officers assigned to the Transit Police Division shall serve a minimum of three (3) years. The term of assignment may be extended upon mutual agreement by TriMet and Clackamas County. In the event of a hardship, Clackamas County shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon.

- g. Selection and Assignment of a Lieutenant. In the event of any other Lieutenant position vacancy or proposed re-assignment for any reason, the Transit Police Commander shall solicit from Portland or one or more Subsidiary jurisdictions potential candidates to fill the position. In the case of Subsidiary jurisdictions, the Chief of Police/Sheriff of the Subsidiary jurisdiction shall forward a letter of recommendation to the Transit Police Commander, along with backgrounds and resumes, of potential candidates who can fulfill the obligations of the Lieutenant as set forth in this Agreement. The Transit Police Commander will discuss with the Executive Director the backgrounds and resumes of potential candidates, as well as affording the Executive Director the opportunity to meet with and interview the candidates. The Executive Director will provide input and recommendations to the Transit Police Commander prior to the Transit Police Commander's appointment to ensure that the candidate can fulfill the obligations of Lieutenant as set forth in this Agreement.
- h. Supplemental Police Services: TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the Division Commander. Once approval is received from the Executive Director, the Division Commander will submit in writing to the Executive Director the name of the Subsidiary Agreement jurisdiction providing the supplemental police services, and the number and names of personnel being assigned.

3. REIMBURSEMENT OF COSTS

- a. Personnel Costs: Clackamas County must pay the salaries, overtime, insurance, retirement, and other benefits ("Personnel Costs") of its respective personnel serving in the TriMet Transit Police Division. Clackamas County shall invoice TriMet monthly for all actual incurred Personnel Costs for such Division personnel. Administrative fees charged by Clackamas County to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel (Personnel Costs) assigned to the Division. TriMet agrees to compensate Clackamas County within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable-FN4, 4012 SE 17th Avenue, Portland, OR 97202.
- b. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Commander. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30-days in advance. If approved by the Commander, the Commander shall forward the training/ meeting cost requests to TriMet's Executive Director for final approval.
- c. Equipment and Uniforms: Clackamas County shall assign officers to Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERS) purchased by TriMet for the use of officers from other agencies that

do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.

Expenses associated with routine replacement of uniform and equipment damaged or worn-out in normal use shall be billed to TriMet subsequent to pre-approval by the Executive Director.

Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet subsequent to the pre-approval by the Executive Director. Monthly equipment replacement reserve costs for those items Portland manages in that manner shall be billed to TriMet.

Portland shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this subparagraph d.

- d. Any reimbursement by TriMet of costs or expenses incurred by Portland or Subsidiary Agreement jurisdictions in the performance of this Agreement not included in subparagraphs (a) and (b) shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies, vehicles, equipment and uniforms.
- e. Amount: Before December 1st of each year of this Agreement, Clackamas County must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to Clackamas County under this Agreement. If the parties cannot agree on such compensation by June 1st, any party may elect to terminate this Agreement without penalty.

EXHIBIT 2
TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

(date of letter)

Sheriff
Clackamas County
2051 Kaen Road
Oregon City, Or. 97045

RE: Clackamas County Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the September 29, 2015 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from Clackamas County to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), 2015, To-Date

- from (effective date of agreement), 2015 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s) etc.)
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from Clackamas County Police to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Harry Saporta
Executive Director, Safety, Security & Environmental Services
TriMet

Agreed to by Clackamas County:

Agreed to by City of Portland:

Sheriff

date

Transit Police Commander

date

EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future Clackamas County officers assigned to the Division will use their Clackamas County date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future Clackamas County officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to staffing needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.
7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.
8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of Clackamas County officers assigned to the Division will be the responsibility of Clackamas County and in accordance with the Collective Bargaining Agreement between Clackamas County and the Clackamas County Peace Officers' Association.

20. **Citizen Complaints.** All citizen complaints concerning Clackamas County officers to be referred to Clackamas County with the finding copied to the Commander, Transit Police Division. Clackamas County agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about Clackamas County officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.
- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 to the extent it does not conflict with Clackamas County labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary and appropriate.

21. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the Clackamas County and the Clackamas County Peace Officers' Association shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

EXHIBIT 4

TRANSIT POLICE STANDARD OPERATING PROCEDURES

SOP: A-20

EFFECTIVE: April 1, 2012

REVIEW: April 1, 2014

SUBJECT: Non-Criminal and Criminal Investigations Involving Transit Police Members

PURPOSE:

To establish a process for handling non-criminal and criminal investigations that respects all rights and privileges under the affected member's collective bargaining agreement and the member's agency policies.

DEFINITIONS:

Partner Agency: Any police agency that has a current Intergovernmental Agreement with the Tri-county Metropolitan Transit Authority to supply law enforcement services.

Non-criminal Complaint: A complaint made against an officer or deputy where there are no allegations of criminal conduct.

Criminal Investigation: An investigation to determine criminal culpability.

Lead Agency: The agency taking primary responsibility for the non-criminal or criminal investigation.

POLICY:

Non-Criminal Investigations

Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

Criminal Investigations

Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

Cooperation

All partner agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Partner agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.

Notifications

When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the TPD commander and the employing agency as soon as possible.

At the completion of each investigation the lead agency will apprise the TPD commander and the employing agency of the findings.



MICHAEL A. CREBS
Commander Portland Police
Transit Police Division



Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

October 15, 2015

Board of County Commissioners
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to enter into an Annual Operating Plan & Financial Plan with the Oregon State Marine Board for the Clackamas County Boating Safety Action Plan

Purpose/Outcome	The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes and six major rivers. This Operating Plan will reimburse the Sheriff's Office for a portion of expenses as outlined in the Financial Plan.
Dollar Amount and Fiscal Impact	The total Fiscal Year 2015 Operating Plan is \$396,146.00 in support from the Marine Board as well as an estimated \$249,474.46 in CCSO contribution.
Funding Source	The Oregon State Marine Board is the source of funds for this agreement as billed by the Clackamas County Sheriff's Office.
Safety Impact	The funds will provide patrol services on all Clackamas County waters as well as investigate boating law violations and boating accidents, examination of boats and other services as outlined in the agreement.
Duration	Effective July 1, 2015 through June 30, 2016
Previous Board Action/Review	Approval of multiple, prior fiscal year requests.
Contact Person	Robert Wurpes, Lieutenant – Office (503) 785-5071
Contract No.	None listed.

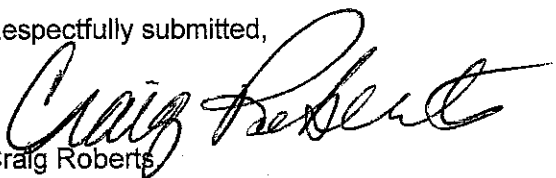
BACKGROUND:

The Sheriff's Office provides marine patrol enforcement on all waters within Clackamas County including six lakes with approximately 35.5 miles of shoreline and six major rivers with about 139.5 river miles. The emphasis is on the Willamette River, the Clackamas River and the High Lakes. This is a renewal of a previous agreement. Funds from the Marine Board pay for staffing to include Supervisor time, Marine Deputies, Marine Service Officers, overtime, marine fuel, training, insurance, boat maintenance and other administrative costs. County Counsel has reviewed and approved this agreement.

RECOMMENDATION:

Staff recommends the Board approve this operating plan and authorize Craig Roberts, Sheriff, or his designee, to sign on behalf of Clackamas County.

Respectfully submitted,


Craig Roberts
Sheriff

"Working Together to Make a Difference"



Intergovernmental Cooperative Agreement
Between
Oregon State Marine Board
&
Clackamas County

This agreement is entered into by the State of Oregon through the Oregon State Marine Board and Clackamas County under the authority of ORS 830.110 and ORS Chapter 190.

1. Cooperators

This cooperative agreement is between the Oregon State Marine Board; hereafter called SMB and Clackamas County, hereafter called Agency.

2. Term of Agreement

The period of the agreement shall be from July 1, 2015, to June 30, 2016.

3. Services Provided by Agency

Agency agrees to:

- A. Enforce the applicable provisions of the Oregon Revised Statutes, Chapters 830 and 704 and Oregon Administrative Rules, Chapter 250.
- B. Investigate complaints of boating law violations and boating accidents as specified in the SMB Policy and Procedures Manual, revised most recently in 2005, incorporated by reference herein.
- C. Alert the public to unsafe boating conditions.
- D. Assign duties under this agreement to personnel who have completed training and received certification at the Marine Law Enforcement Academy. Boating law enforcement personnel assigned by the Agency shall be mentally and physically capable of performing required duties. Standards of performance, discipline of officers and the control of personnel performing services pursuant to this agreement shall be the responsibility of the Agency. The Agency agrees that assigned personnel shall wear a Coast Guard approved personal flotation device (life jacket) while on board a boat.
- E. Provide assistance to boaters and provide search and rescue services as noted in the policy and procedures manual.
- F. Provide law enforcement examinations of boats.
- G. Carry out all aspects of the Boating Safety Action plan described in Exhibit A, attached hereto and incorporated by reference herein.
- H. Provide SMB with monthly activity reports to the SMB database by the end of each month.
- I. Send quarterly invoices to: Boating Safety Program Financial Analyst, Oregon State Marine Board, 435 Commercial St. NE, Salem, OR 97309. Invoices must be submitted within forty-five (45) days following the end of the quarter.
- J. Furnish and supply all necessary labor, supervision, equipment, communications, facilities and supplies necessary to provide the level of service required to fulfill this agreement.

4. Services Provided by SMB

SMB agrees to:

- A. Provide Agency an orientation to SMB policies, regulations, and administrative rules necessary to meet the purpose of this agreement.
- B. Provide required training through the Marine Law Enforcement Academy held once a year.
- C. Provide funds for the purchase of patrol boats, required equipment, fuel, and boat maintenance.
- D. Provide access to and training for the use of SMB's law enforcement data base.
- E. Make payment to Agency within 30 days of receiving and approving invoice from Agency.

5. Boat Ownership

- A. The ownership of any boat purchased by the Agency during the term of this agreement shall be vested with the Agency regardless of funding source, subject to Section 5B and Section 9.
- B. During the term of this agreement and for the useful life of the boat or major piece of equipment, the Agency agrees to maintain in good working condition any boat or major piece of equipment purchased in whole or in part by the Agency with funds received from SMB, pursuant to this agreement and prior agreements between Agency and SMB. Preventative maintenance schedules for boats and trailers will be established and adhered to. Further, upon the trade-in or sale of a boat or major piece of equipment purchased, in whole or part, with funds received pursuant to this agreement, Agency shall apply any proceeds from the trade-in or sale to law enforcement activities approved by SMB, with such approval not to be unreasonably withheld. Notwithstanding Section 9, upon default of this Agreement or notice from SMB to Agency of the termination of funding described in ORS 830.140, all boats and major pieces of equipment purchased, in whole or in part, with funds received pursuant to this agreement, or previous agreement between the SMB and Agency, shall be returned to the SMB for reassignment if SMB requests that the boat or major pieces of equipment be returned to SMB. Upon SMB's request, Agency agrees to permit the transfer of a boat purchased, in whole or part, with funds received pursuant to this agreement, to another county.

6. Consideration

- A. The SMB will, upon receipt and approval of expenditure documentation, pay to the Agency an amount not to exceed **\$397,386** for the agreement term. Payment requests shall be only for authorized services provided by the Agency pursuant to this agreement and for costs actually incurred by the Agency in conjunction with such services (including salaries/benefits, supplies or purchases of boats/equipment). At SMB's discretion, federal funds may be used for payment.
- B. Agency shall be responsible for providing employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

7. Insurance/Indemnification

- A. 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 SMB is jointly liable with the Agency (or would be if joined in the Third Party Claim), the SMB 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 Agency in such proportion as is appropriate to reflect the relative fault of the SMB on the one hand and of the 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 the SMB on the one hand and of the 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. The SMB's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the SMB had sole liability in the proceeding.

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

- B. Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

 - C. Indemnification by Subcontractors. The Agency 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 Agency'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 Agency's contractor from and against any and all Claims.

 - D. During the term of this agreement, the Agency shall provide insurance to cover all loss, damage or injury to the equipment purchased under this agreement, in an amount no less than the purchase price thereof. Such insurance shall be provided by the Agency through an insurer duly authorized to do business in the State of Oregon but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the Agency received prior written direction or authorization from the SMB to otherwise dispose of the proceeds.

 - E. This agreement is subject to all applicable federal Assurances specified in Attachment 1 attached hereto and by this reference made a part hereof. If applicable, Agency shall provide the SMB its Annual Comprehensive Financial Report as required in the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub.L. 104-156, §§ 1-3, 110 Stat. 1397 (1996). At the end of each fiscal year during the term of this agreement, the Agency has the duty to request the amount of federal pass-through dollars included in the payments made by the SMB to the Agency during that fiscal year.
8. Access to Records
- Agency shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records pertinent to this agreement so as to document their performance. Agency acknowledges and agrees that representatives of the SMB and the Oregon Secretary of State's Office and the federal government shall have access to fiscal records and other documents of the Agency that are

pertinent to this agreement to perform examinations and audits. Agency shall retain and keep accessible all such fiscal records and documents for a minimum of seven (7) years, or such longer period as may be required by federal law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement, whichever date is later.

9. Security Interest

Agency, in consideration of SMB's provision of services described in section 4, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants SMB a continuing security interest in and so pledges and assigns to SMB all of the rights of Agency and all proceeds and products in the boats and equipment purchased pursuant to SMB's authority under ORS 830.140, including, but not limited to this agreement ("Collateral"). Agency hereby irrevocably authorizes SMB at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any financing statements and amendments thereto to complete the attachment, perfection and first priority of, and the ability of SMB to enforce, SMB's security interest in the Collateral, including, but not limited to, causing SMB's name to be noted as secured party on any certificate of title for a titled good. Agency will not, or will not offer to, sell or otherwise dispose of the Collateral or any interest in the Collateral except with receipt of SMB's prior written approval. Upon the failure by Agency to keep, observe or perform any provision of this agreement, without any other notice to or demand upon Agency, SMB shall have in any jurisdiction in which enforcement of this agreement is sought, in addition to all other rights and remedies, all rights, privileges, powers and remedies of a secured creditor provided by the Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the Collateral or a part thereof is located, at law, in equity, or otherwise, including, without limitation, its right to take immediate possession of the Collateral.

10. Termination

- A. This agreement may be terminated by mutual consent of both parties.
- B. SMB may terminate this agreement effective upon delivery of written notice to Agency under any of the following conditions.
 1. If SMB's funding is not continued at levels sufficient to allow for purchase of the specified services. The agreement may then be modified to accommodate a reduction in funds.
 2. If the Agency commits any material breach or default of any aspect of this agreement and such breach, default or failure is not cured within such 20-day period after delivery of the Board's notice.
- C. Agency may terminate this agreement if the SMB commits any material breach or default of any aspect of this Agreement and such breach, default or failure is not cured within such 20-day period after delivery of the Agency's notice.
- D. Either party may terminate this Agreement upon 60 days written notice to the other party.
- E. Sections 5, 7, 8 and 9, shall survive termination of the Agreement.

11. Force Majeure

If either Agency or SMB is rendered unable to perform its duties under this agreement due to acts of God, riot, war, terrorism, bioterrorism, civil unrest, flood, earthquake, power outage, or government fiat (a "Force Majeure Event"), then during the Force Majeure Event, but for no longer period, the obligations of such Party will be suspended (or reduced, as applicable) to the extent the Force Majeure Event makes performance impossible. During the occurrence of a Force Majeure Event, the Agency shall use best efforts to continue to perform its duties under this agreement to the maximum extent possible notwithstanding such occurrence. Upon the occurrence of a Force Majeure Event, SMB is obligated to pay only for those deliverables actually delivered and accepted by SMB. If the Force Majeure Event continues to prevent performance for a period of thirty (30) consecutive days, then SMB has the right to suspend its performance or terminate this agreement or both.

12. Amendments

The terms of this agreement shall not be waived, altered, or amended, in any matter whatsoever, except by written consent by both parties.

13. Condition of Performance

In accordance with 44 CFR 13.36(i), the SMB's performance is conditioned upon the Agency's compliance with federal, state and local laws and regulations, including but not limited to, the following:

- A. Agency shall comply and, if applicable, require a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations."
- B. The applicable Code of Federal Regulations (CFR) sections and OMB Circulars governing expenditure of federal funds. State, local and Indian Tribal Governments and governmental hospitals must follow OMB A-102. Agency shall ensure any organization to which funds are passed comply with CFR and OMB requirements
- C. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- D. 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 (Pub.L. 94-163, 89 Stat. 871).
- E. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- F. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

- G. The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- H. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

14. Designation of Forum and Choice of Law:

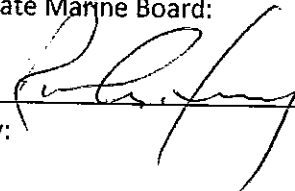
Any party bringing a legal action or proceeding against any other part arising out of or relating to this Agreement shall bring legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any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

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 the Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

This document constitutes the entire agreement between the parties. The SMB and Agency are the only parties to this agreement and are the only parties entitled to enforce its terms. The Agency, by the signature below of its authorized representative, does acknowledge that it has read this agreement and agrees to its terms and conditions.

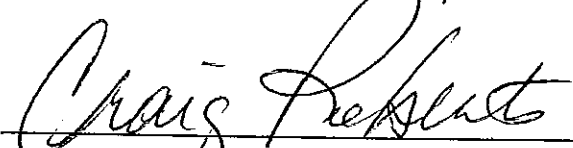
Signatures:

State Marine Board:

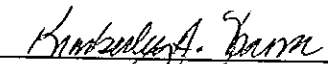
By:  _____ Date 10/11/15

Clackamas County:

John Ludlow, Chair, Clackamas County Board of Commissioners Date

 _____ Date 10-7-15
Craig Roberts, Sheriff, Clackamas County Sheriff's Office

Approved as to form by:

 _____ Date 10.5.15
Kimberley A. Ybarra, Senior Assistant County Counsel

Boating Safety Program

for Clackamas County Sheriff's Office

FY 2015-2016

Agency



Address: 9101 SE Sunnybrook Blvd., Clackamas, Or 97015

Phone #: 503-655-8218

Contact for Questions: Steve Thoroughman 503-789-0559

Patrol Hours:	2,728	Water %	Shore %
		55	45
Program Hours:	2,727		
Total Hours:	5,455		

Please update your program description to reflect intended actions in the coming year.

FY 2015-2016 Program Overview

Summarize new or evolving trends and issues within your Area Of Responsibility (AOR) and how this affects your program. For example, changing use patterns may increase user conflict or safety concerns, which may require additional patrols or educational efforts.

This past summer we began to see the fruits of our efforts on the Clackamas River. Behavior on the Clackamas is much improved and we are seeing more family use of the river. I will be implementing a diversion program for life jacket citations which will fund the purchase of life jackets for people on the river who are required to, but do not have them. We are also requesting Clackamas County to fund a boat so we have an additional boat we can use on the river.

The closing of the Clackamette Park Boat Ramp has caused quite a bit of additional pressure on other boat ramps in the area. We also anticipate the closing of the Cedar Oak Boat Ramp in West Linn as soon as the in water work period. I spoke with the parks department in West Linn and it will be a major renovation so I do not anticipate the boat ramp opening until next year sometime.

The main ramp at the North Fork Reservoir will be closed again for the second year and is due to open next year due to a PGE project. They are assembling a large piece of equipment at the main boat ramp but the lower gravel ramp will remain open.

Boaters in the Newberg Pool were very happy with the temporary opening of a zone for wake enhancing devices. Quite a few were using it. I suspect there will be some violations unless care is taken to let boaters up there that the wake enhancing zone has expired.

Annual Patrol Plan: 2,728 Hours

Expectation: Directed water and shore patrols will promote compliance to improve boater safety and legal operation. Address the listed topics as appropriate for your AOR.

- AIS Compliance
- Motorized BERs
- Non-Motorized BERs
- Boater Ed Card Compliance
- BUII Enforcement
- Outfitter & Guide
- PFD Compliance
- Shore Patrol
- Water Patrol
- Other Issues

We have divided our county into districts which we rotate among personnel during the Summer months. The rest of the year we scout to find water traffic and concentrate our efforts where it is occurring. Our districts are:

1. The Willamette Newberg Pool which includes the Tualitin River, The Molalla River, and the Pudding River.
2. The Willamette below the falls which includes Lake Oswego
3. The Lower Clackamas River.
4. The Upper Clackamas which includes Timothy Lake, Estacada Lake, North Fork Reservoir, and the West end of Frog Lake.

Each Deputy is assigned a district for 2 weeks and then rotates so all days of the week are covered.

Our new diversion program includes education for AIS permits and compliance checks are a regular part of our boat examinations. For the most part we will be citing persons with no AIS permits. I had plans to implement business checks where kayaks are sold and put in signs regarding AIS permits. We have not been able to implement that yet but still hope to and will continue our efforts on into this next season.

During the winter months we concentrate on fishing traffic which is centered on the Willamette and the Clackamas Rivers. We also use this time to completely go through our boats and get them in tip top shape for the rest of the year. The summer is our busiest time and involves patrol of all of County water bodies.

We will participate in Operation Drywater as we did last year and are setting goals in DUII enforcement in our area. I am very pleased that we will be using our own dates for Operation Drywater because traffic is normally very low on the national dates.

Our annual guide inspection day was better attended than last year and this year we offered free medical training and card. I expect this to continue to grow and become for valuable. We plan to contact more guides on the water this year and ensure compliance.

Boating Safety Program Waterbodies To Be Patrolled



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2015-2016

Lakes, Bays, & Open Ocean	Specific Area	Start MM/YY	End MM/YY	Add'l Comments
Lake Oswego	entire lake	Year Round	Year Round	Lake Oswego is patrolled year round although the heavy boating season is during summer
North Fork Reservoir	entire lake	Year Round	Year Round	Year round patrol, heavy activity during fishing season and summer months
Timothy Lake	entire lake	05/24	09/07	Patrol begins when snow melt allows access, patrol ends when roads become impassable
Harriet Lake	entire lake	05/24	09/07	Patrol begins when snow melt allows access, patrol ends when roads become impassable
Frog Lake	West Portion	05/24	09/07	Patrol begins when snow melt allows access, patrol ends when roads become impassable
Estacada Lake	entire lake	Year Round	Year Round	Year round patrol, heavy activity during fishing season and summer months

River and/or Specific River Segment	Start RM#	End RM#	Start MM/YY	End MM/YY	Add'l Comments
Willamette River			Year Round		Year Round, heavy fishing traffic until summer months w/ heavy recreational traffic
Willamette River (Newberg Pool)			Year Round		Year Round, some fishing traffic in winter/ heavy recreational use in summer
Clackamas River (lower)			Year Round		From Mouth to Rivermill Dam, year round traffic
Clackamas River (upper)			Year Round		From North Fork Res. to Timothy Lake, year round non-motorized traffic
Molalla River			Year Round		Fishing and recreational traffic, mostly non-motorized
Sandy River			Year Round		Non-motorized traffic
Tualitin River			Year Round		Mostly non-motorized traffic with a few motorized boats
Pudding River			Year Round		Minor non-motorized traffic, occasional patrol
Salmon River			Year Round		Minor non-motorized traffic, occasional patrol



Annual Program Plan: 2,727 Hours

Instructor Training	<p>Expectation: Note personnel involved or willing to be involved in providing training on OSMB behalf. Participation pre-approved by training coordinator.</p> <p>For the academy Dep. Guthner and Dep. Tingey will be participating in the swimming pool portion. It is anticipated that Dep. Tingey will take over that program from Will Coleman. For Drift Boat Dep. Guthner will be instructing and for Jet Boat Dep. Tingey will be an instructor in training this year. We are also working with Dale Flowers on a Jet Ski school and will be hosting an "awareness" class this year. We hope to expand that to a full 3 day class for next season.</p> <p>Given preparation and training time I estimate 500-600 hours.</p>
Training	<p>Expectation: New or inexperienced DPSST certified marine officers will complete Marine Law Enforcement Academy, Drift Boat, White Water, Swift Water Rescue and other training as appropriate, and attend pre- and post-season meetings, if possible.</p> <p>No plans to send anyone to the academy, jet, swiftwater training. We will do our best to attend pre and post season as well as possible. We are planning on sending people to PWC Training</p> <p>Estimated Hours 270</p>
Non-OSMB Training	<p>Expectation: Training as per program standards to maintain high level of police skill, performance and certifications.</p> <p>We will be doing Firearms, defensive tactics, Hamilton Jet Pump School, and at least one of us will be attending a CMC Rope Rescue Technician school this year. In. Other regularly scheduled training including training with partners, rope, and medical.</p> <p>Estimated hours 760</p>
Maintenance	<p>Expectation: Perform regular and appropriate maintenance such as winterization, oil changes, trailer bearings, basic repairs and other preventative work as needed.</p> <p>We will perform all regularly scheduled maintenance on all our boats and trailers as well as making repairs within our capability.</p> <p>Estimated hours 750</p>
Waterway Markers	<p>Expectation: Map and track OSMB-funded or approved waterway markers, maintain and confirm locations as per ORS, OAR, safety and informational requirements, maintain inventory.</p> <p>Install, maintain and remove OSMB approved waterway markers.</p> <p>Estimated Hours 150</p>

Hazard Mitigation	Expectation: Identify and respond to extraordinary waterway hazards through coordination with OSMB.
	We will remove all hazards we are able and will contact OSMB for assistance when we are not able. Estimated Hours 150
Abandoned Boats	Expectation: Identify, assess, mitigate and investigate as appropriate. Coordinate with OSMB Abandoned Vessel Program manager.
	We will patrol for an remove abandoned boats in our area. We have been starting to have some transient problems and have been working with DSL to streamline the trespassing and fining of those persons. Estimated Hours 50
Education	Expectation 1: Plan and implement public outreach strategies that teach public basic on-water safety skills. Expectation 2: Provide directly or through partners equivalency exam opportunities in your county.
	Adam Tingey has been doing a great job in the schools. We have reached out to all schools in our area and have added several more schools we are regularly going to. We have also added a diversion program for non-motorized boaters. Estimated Hours 200
Trailing/ Travel	Expectation: Note necessary trailering and traveling times specific to your AOR.
	During the summer we are regularly traveling to Timothy Lake and the area around it which is our longest commute. That is about an hour and a half travel time one way. Estimated Hours 750
Accident Investigation	Expectation: Fully investigate all fatal and serious injury or criminal incidents, including toxicology tests, ME reports or other pertinent documentation and provide timely data to OSMB.
	It is difficult to predict the amount of time used for accident investigation. More serious crashes can take up large amounts of time. Based on last years hours I would estimate 120 hours
Administrative	Expectation: Office duties required for program operations.
	Administrative Duties continue to increase due to increasing reporting requirements from OSMB Estimated Hours 1200
HINS/Livery/ Moorage Checks	Expectation: Provide HIN inspections as requested; inspect liveries annually for records compliance; check moorages annually to ensure registration compliance.
	We hold HIN inspections 3 times bi-weekly Estimated Hours 75

Boating Safety Program Proposed Costs



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2015-2016

Allocation (some may not apply)	OSMB	County/Agency Contribution
LE Allocation:	\$389,106.00	
AIS Allocation:	\$5,000.00	--
Boat Allocation:		--
Special Emphasis:	\$2,040.00	--
Total:	\$396,146.00	\$0.00

Proposed Program Costs:

	OSMB	County/Agency Contribution
1. Personnel (Must match totals on Form A)	\$394,379.00	\$118,999.30
2. Operations and Maintenance (Must match totals on Form B)	\$1,767.00	\$130,475.16
3. Boat		
4. Total direct Proposed Program Cost (1+2+3, should equal Total in above section)	\$396,146.00	\$249,474.46

County/Agency Authorized Representative:

Craig Roberts
Signature

Craig Roberts, Sheriff
Typed Name

10-07-15
Date

503-785-5001
Telephone

Boating Safety Program Proposed Personnel Costs – Form A



County/Agency: Clackamas County Sheriff's Office Fiscal Year: 2015-2016

Employee Compensation				Compensation		
Name	Title	# of Hours	Cost per Hour	Total	OSMB	County/ Agency Cash Contribution
1. Rob Wurpes	Lieutenant	375.00	\$96.10	\$36,037.50	\$0.00	\$36,037.50
2. Steve Thoroughman	Sergeant	2,080.00	\$75.11	\$156,228.80	\$132,791.00	\$23,437.80
3. Morgan Guthner	Deputy	2,080.00	\$64.23	\$133,598.40	\$120,240.00	\$13,358.40
4. Adam Tingey	Deputy	2,080.00	\$60.82	\$126,505.60	\$113,850.00	\$12,655.60
5. Rick Hilton	Seasonal Deputy	600.00	\$35.44	\$21,264.00	\$0.00	\$21,264.00
6. MSO 1	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$8,486.00	\$940.00
7. MSO 2	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$8,486.00	\$940.00
8. MSO 3	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$8,486.00	\$940.00
9. MSO 4	Seasonal MSO	600.00	\$15.71	\$9,426.00	\$0.00	\$9,426.00
10.				\$0.00		
11. SE - Litter Patrol		40.00	\$51.00	\$2,040.00	\$2,040.00	
12.				\$0.00		
13.				\$0.00		
14.				\$0.00		
15.				\$0.00		
16.				\$0.00		
17.				\$0.00		
18.				\$0.00		
19.				\$0.00		
20.				\$0.00		
21.				\$0.00		
22.				\$0.00		
23.				\$0.00		
24.				\$0.00		
25.				\$0.00		
26. Sub-Total (lines 1 thru 25)		9,655.00		\$513,378.30	\$394,379.00	\$118,999.30
27. Overtime (cannot exceed 5% of OSMB's amount on line 26)						
28. Total Proposed Personnel Costs (lines 26 + 27)					\$394,379.00	\$118,999.30

Boating Safety Program

Proposed Operations & Maintenance Costs – Form B



County/Agency: Clackamas County Sheriff's Office

Fiscal Year: 2015-2016

Operating Supplies/Maintenance/Training Costs	Actual Expenditures		
	Total	OSMB	County/ Agency Cash Contrib.
A. Fuel: Vehicle <u>8,100.00</u> gallons @ \$ <u>3.25</u> per gallon Boat <u>5,333.00</u> gallons @ \$ <u>3.25</u> per gallon <div style="text-align: right;">Subtotal of A:</div>	\$26,325.00 \$17,332.25 \$43,657.25	\$0.00 \$1,767.00 \$1,767.00	\$26,325.00 \$15,565.25 \$41,890.25
B. Vehicle Lease	\$0.00	\$0.00	\$0.00
C. Moorage	\$8,040.00	\$0.00	\$8,040.00
D. Expendable Supplies – (\$500 max/each item) specify: 1. Office Supplies 2. Food 3. River Signage 4. Printing <div style="text-align: right;">Subtotal of D:</div>	\$200.00 \$700.00 \$350.00 \$200.00 \$1,450.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$200.00 \$700.00 \$350.00 \$200.00 \$1,450.00
E. Maintenance – (Inboard -\$1,000, Outboard - \$500, PWC - \$100) Identify by OR # and make: 1. Motor Vehicles Maintenance & Repair Budget 2. 3. 4. 5. Trailers (\$500 maximum) <div style="text-align: right;">Subtotal of E:</div>	\$21,892.91 \$21,892.91	\$0.00 \$0.00	\$21,892.91 \$21,892.91
F. Insurance – (specify Insurance Company & policy #): Hartford Fire Insurance Policy # 520MKA7840	\$25,959.00	\$0.00	\$25,959.00
G. Non-OSMB Training – specify: 1. See Other 2. 3. 4. <div style="text-align: right;">Subtotal of G:</div>	 \$0.00	 \$0.00	 \$0.00

H. Training Attending-- specify:			
1. Drift: 1 instructor (See Other for costs)			
2. Jet: 1 Instructor			
3. Academy: 2 instructors			
4. Other: 2 PWC instructors			
Subtotal of H:	\$0.00	\$0.00	\$0.00
I. Other -- specify:			
1. Uniforms	\$3,995.00	\$0.00	\$3,995.00
2. Building Maintenance	\$500.00	\$0.00	\$500.00
3. Small Tools & Minor Equipment	\$13,618.00	\$0.00	\$13,618.00
4. Telephones	\$1,380.00	\$0.00	\$1,380.00
5. Cell Phones	\$4,560.00	\$0.00	\$4,560.00
6. Pagers	\$144.00	\$0.00	\$144.00
7. Equipment Repairs	\$500.00	\$0.00	\$500.00
8. Radio Maintenance	\$350.00	\$0.00	\$350.00
9. Dues & Memberships	\$120.00	\$0.00	\$120.00
10. Training (all tuition travel & Mileage)	\$6,076.00	\$0.00	\$6,076.00
Subtotal of I:	\$31,243.00	\$0.00	\$31,243.00
Subtotal:	\$132,242.16	\$1,767.00	\$130,475.16



Special Emphasis Funding Request

Program: CLACKAMAS COUNTY S.O. Applicant Name: DEP. ADAM TINGEY Date: 03/20/15

Statement of Need: One of the most unsightly problems we face on the Clackamas River is the amount of trash which it collects from Memorial Day to Labor Day. In September of 2014, over 5,600 lbs. of garbage was collected from the Clackamas River between McIver State Park and Clackamette Park in Oregon City, during the 12th annual Clackamas River cleanup. Although the amount collected last year was less than what was collected in 2006 (over 8500 lbs!), it is still clearly a substantial amount and creates a significant hazard. This obvious problem directly impacts a variety of areas including water quality, fish habitat and sustainability, individual safety (each year we respond to several physical injuries due to broken glass and sharp metal in the water) as well as the hazard to boaters who often times find their intake grates clogged with debris.

Project goal: With the support of the state we plan to conduct enhanced patrols on the Clackamas River by dedicating Marine Patrol deputies to the focused task of investigating and arresting or issuing criminal citations to individuals observed violating ORS 164.775, Littering within 100 yards of the river (B Misdemeanor). Clackamas County Justice Court has a non-criminal option for this offence, an A Violation with \$650 fine. We are also working to make mandatory participation in the Clackamas River Clean-Up day part of the consequence.

With this Special Emphasis Funding we'll be able to engage in education through enforcement by strictly enforcing this ORS and discouraging future acts from occurring. This type of enforcement will help set the precedent that polluting our waterways will not be tolerated.

What separates this project from your normal mission and duties: During the busy summer season (which is when the vast majority of garbage finds its way into the river) our Marine Patrol Unit is spread extremely thin, and therefore unable to dedicate staff to the task of observing individuals committing this crime. With this funding we would be able to uphold the everyday responsibilities of our Marine Unit while being able to provide non-scheduled Marine Patrol deputies overtime opportunities to conduct this enforcement task. This operation would also generate a large amount of public contact, education, carriage requirement inspections and BUI enforcement on non-motorized float traffic.

Action Plan: CCSO will conduct four "trash buster" days, where we utilize CCSO Deputies in plain clothes to act as observers in known troubled spots on the River. Near this same location there will be a pair of uniformed Deputies who once notified of blatant violations, will contact, arrest and/or issue citations to offenders. The uniformed Deputies will be using smaller, more maneuverable pontoon boats which allow them to move easily through the 100's of people, rafts and inner-tubes blocking the river, making access to these locations mostly impossible for our Jet boats. The specific craft needed for these operations have been tested in these exact locations, during peak season and performed flawlessly. They are a low-profile patrol option which does not scream "Police" the way our marked Jet Boats do. This will further enhance our efforts as we know people tend to behave themselves when uniformed officers or marked patrol units are around.

Our operation will take place between Memorial Day and Labor Day, with exact dates TBD. The location of the operation will be between McIver State Park and Riverside Park on the Clackamas River.

*Individual patrol non-motorized water craft (10' Magnum Bad Cat pontoon boat) x 2: \$4950

*Overtime Allotment (96 hrs @ \$51): \$4,896

*Total Funds Requested: \$9,846

**Total approved by OSMB: 40 hrs @ \$51 = \$2,040

E-mail to: Ginger.Davis@state.or.us

Fax to: (503) 378-4597

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 48 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Completed on submission to Grants.gov	DIRECTOR
* APPLICANT ORGANIZATION	DATE SUBMITTED
STATE OF OREGON	Completed on submission to Grants.gov

Standard Form 474B (Rev. 7-97) Back



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

October 15, 2015

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of FY2015 Emergency Management Performance Grant
between Clackamas County and the State of Oregon

Purpose/Outcomes	The Emergency Management Performance Grant (EMPG) agreement #15-503 will reimburse Clackamas County Emergency Management (CCEM) for up to 50% of pre-identified program costs.
Dollar Amount and Fiscal Impact	The grant agreement total value is \$209,559. The grant is a 50% federal share grant that will reimburse CCEM for up to fifty percent of salaries of six employees, departmental telephone costs and some allocated costs.
Funding Source	FY 2015 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
Safety Impact	The grant dollars assist the program with funding to sustain day-to-day costs and resources that are necessary for declared disasters and emergency events.
Duration	Effective July 1, 2015 and terminates on June 30, 2016
Previous Board Action	The Board approved the application for this grant on June 16, 2015
Contact Person	Nancy Bush, Director – Emergency Management Department, 503-655-8665
Contract No.	Grant number 15-503

BACKGROUND:

County emergency management programs are required by Oregon Revised Statutes 401. The EMPG is a recurring federal grant program providing limited reimbursement of a portion of the costs incurred in operating local emergency management programs. The funds provided are for the development of an all-hazard emergency management capability to promote preparedness, mitigation, response and recovery.

County Counsel has approved the agreement as to form.

RECOMMENDATION:

Staff respectfully recommends Board approval of the EMPG grant agreement #15-503.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT
OFFICE OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT
CFDA # 97.042
CLACKAMAS COUNTY
209,559
Grant No: 15-503**

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

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2015** and ending, unless otherwise terminated or extended, on **June 30, 2016** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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

- Exhibit A: **Project Description and Budget**
- Exhibit B: **Federal Requirements and Certifications**
- Exhibit C: **Subcontractor Insurance**
- Exhibit D: **Information required by 2 CFR 200.331(a)**

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

3. **Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **209,559** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2015 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.
5. **Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

a. Performance Reports.

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2015 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 15th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

b. Financial Reimbursement Reports.

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

6. Disbursement and Recovery of Grant Funds.

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

b. Conditions Precedent to Disbursement. OEM's obligation to disburse Grant Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. OEM has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to make the disbursement.

- ii. Subrecipient is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B.
- iii. Subrecipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Subrecipient has provided to OEM a RFR in accordance with Section 5.b of this Agreement.

c. **Recovery of Grant Funds.** Any funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to OEM. Subrecipient shall return all Misexpended Funds to OEM promptly after OEM's written demand and no later than 15 days after OEM's written demand. Subrecipient shall return all Unexpended Funds to OEM within 14 days after the earlier of expiration or termination of this Agreement.

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

- a. **Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **NIMS Compliance.** By accepting FY 2015 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at http://www.oregon.gov/OMD/OEM/Pages/plans_train/NIMS.aspx#Oregon_NIMS_Requirements.

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

8. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Subrecipient acknowledges and agrees, and Subrecipient will require its contractors, subcontractors, sub-recipients (collectively hereafter “contractors”), successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State (Secretary), Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, access to records, accounts, documents, information, facilities, and staff. Subrecipient and its contractors must cooperate with any compliance review or complaint investigation by any of the above listed agencies, providing them access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- b. Retention of Records.** Subrecipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for until the latest of (a) six years following termination, completion or expiration of this Agreement, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) as required by 2 CFR 200.333. It is the responsibility of Subrecipient to obtain a copy of 2 CFR Part 200, and to apprise itself of all rules and regulations set forth.
- c. Audits.**

 - i. If Subrecipient expends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR 200 Subpart F. Copies of all audits must be submitted to OEM within 30 days of completion. If Subrecipient expends less than \$ 750,000 in its fiscal year in Federal funds, Subrecipient is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section 8.a. herein.
 - ii. Audit costs for audits not required in accordance with 2 CFR 200 Subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.
 - iii. Subrecipient shall save, protect and hold harmless the OEM from the cost of any audits or special investigations performed by the Secretary or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the State of Oregon.

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

- a. Subagreements.** Subrecipient may enter into agreements (hereafter “subagreements”) for performance of the Project. Subrecipient shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law

(including without limitation ORS chapters 279A, 279B, 279C, and that for contracts for more than \$150,000, the contract shall address administrative, contractual or legal remedies for violation or breach of contract terms and provide for sanctions and penalties as appropriate, and for contracts for more than \$10,000 address termination for cause or for convenience including the manner in which termination will be effected and the basis for settlement).

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

- iv. Subrecipient must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property and equipment. Subrecipient shall investigate any loss, damage, or theft and shall provide the results of the investigation to OEM upon request.
- v. Subrecipient must develop, or require its contractors to develop, adequate maintenance procedures to keep the property and equipment in good condition.
- vi. If Subrecipient is authorized to sell the property or equipment, proper sales procedures must be established to ensure the highest possible return.
- vii. Subrecipient agrees to comply with 2 CFR 200.313 pertaining to use and disposal of equipment purchased with Grant Funds, including when original or replacement equipment acquired with Grant Funds is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
- viii. Subrecipient shall require its contractors to use property and equipment management requirements that meet or exceed the requirements provided herein applicable to all property and equipment purchased with Grant Funds.
- ix. Subrecipient shall, and shall require its contractors to, retain, the records described in this Section 9.b. for a period of six years from the date of the disposition or replacement or transfer at the discretion of OEM. Title to all property and equipment purchased with Grant Funds shall vest in Subrecipient if Subrecipient provides written certification to OEM that it will use the property and equipment for purposes consistent with the Emergency Management Performance Grant Program.

c. Subagreement indemnity; insurance. *Subrecipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that OEM shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of OEM, be indemnified by the other party to Subrecipient's subagreement(s) from and against any and all Claims.*

Any such indemnification shall also provide that neither Subrecipient's contractor(s) nor any attorney engaged by Subrecipient's contractor(s) shall defend any claim in the name of OEM or any agency of the State of Oregon (collectively "State"), nor purport to act as legal representative of the State or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's contractor is prohibited from defending State or that Subrecipient's contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Subrecipient's contractor if State elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

10. Termination

- a. Termination by OEM.** OEM may terminate this Agreement effective upon delivery of written notice of termination to Subrecipient, or at such later date as may be established by OEM in such written notice, if:
- i. Subrecipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. OEM fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow OEM, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Subrecipient takes any action pertaining to this Agreement without the approval of OEM and which under the provisions of this Agreement would have required the approval of OEM.
 - vi. OEM determines there is a material misrepresentation, error or inaccuracy in Subrecipient's application.
- b. Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon delivery of written notice of termination to OEM, or at such later date as may be established by Subrecipient in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.
- d. Settlement upon Termination.** Immediately upon termination under Sections 10.a.i, v. or vi, no Grant Funds shall be disbursed by OEM and Subrecipient shall return to OEM Grant Funds previously disbursed to Subrecipient by OEM in accordance with Section 6.c and the terminating party may pursue additional remedies in law or equity. Upon termination pursuant to any other provision in this Section 10, no further Grant Funds shall be disbursed by OEM and Subrecipient shall return funds to OEM in accordance with Section 6.c, except that Subrecipient may pay, and OEM shall disburse, funds for obligations incurred and approved by OEM up to the day that the non-terminating party receives the notice of termination. Termination of this Agreement does not relieve Subrecipient of any other term of this Agreement that may survive termination, including without limitation Sections 11.a and c.

11. GENERAL PROVISIONS

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

With respect to a Third Party Claim for which OEM is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OEM had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with OEM (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant

Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

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

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

SIGNATURE PAGE TO FOLLOW

CLACKAMAS COUNTY

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(If required for Subrecipient)

By  _____
Subrecipient's Legal Counsel

Date 10/7/15

Subrecipient Program Contact:

Sara Stegmuller Eckman
Clackamas County Emergency Management
2200 Kaen Rd
Oregon City, OR 97045
503-650-3381
sarahste@clackamas.us

Subrecipient Fiscal Contact:

Judy Anderson-Smith
Clackamas County
2051 Kaen Rd
Oregon City, OR 97045
503-742-5422
jsmith2@clackamas.us

OEM

By _____

Clint Fella
Mitigation and Recovery Services Section Manager, OEM

Date _____

APPROVAL FOR LEGAL SUFFICIENCY

By Keith L. Kutler via email
Assistant Attorney General

Date August 27, 2015

OEM Program Contact:

Kelly Jo Craigmiles
Operations and Emergency Program Coordinator
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062
503-378-2911 extension 22246
kelly.jo.craigmiles@state.or.us

OEM Fiscal Contact:

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

EXHIBIT A

Project Description and Budget

I. Project Description

The FY2015 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2015 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

II. Budget

There is a 50% cash match requirement on this grant.

Grant Funds:	\$209,559
Match Funds:	\$209,559
Total Budget:	\$419,118
Personnel	\$419,118
Total (Grant plus Match)	\$419,118

EXHIBIT B

Federal Requirements and Certifications

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

II. Specific Requirements and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion.** Subrecipient certifies by accepting funds under this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency (2 CFR 200.213).
- B. Standard Assurances and Certifications Regarding Lobbying.** Subrecipient is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352 and *New Restrictions on Lobbying* published at 55 Federal Register 6736 (February 26, 1990).
- C. Compliance with Applicable Law.** Subrecipient agrees to comply with all applicable laws, regulations, program guidance, and guidelines of the State of Oregon, the Federal Government and OEM in the performance of this Agreement, including but not limited to:
1. Administrative Requirements set forth in 2 CFR Part 200, including without limitation:
 - a. Using Grant Funds only in accordance with applicable cost principles described in 2 CFR Subpart E, including that costs allocable to this Grant may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or the terms of federal awards or other reasons;
 - b. Subrecipient must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the OEM within 5 calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.
 2. USA Patriot Act of 2001, which amends 18 USC §§ 175-175c.
 3. Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC 2225(a).
 4. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.
 5. 10 USC §§ 2409 and 2324 and 41 USC §§ 4712, 4304 and 4310 requiring compliance with whistleblower protections, as applicable.
 6. No supplanting. Grant Funds under this Agreement shall not replace funds that have been budgeted for the same purposes through non-Federal sources. Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than receipt or expected receipt of Federal funds.

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

- 1. Non-discrimination and Civil Rights Compliance.** Subrecipient, and all its contractors and subcontractors, assures compliance with all applicable nondiscrimination laws, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq., as amended, and related nondiscrimination regulations in 6 CFR Part 21 and 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, 42 USC § 3601, as amended, and implementing regulations at 6 CFR Part 21 and 44 CFR Part 7.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 – 12213.
 - d. Age Discrimination Act of 1975, 42 USC § 6101 et seq.
 - e. Title IX of the Education Amendments of 1972, as amended, 20 USC § 1681 et seq.
 - f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, as amended.
 - g. If, during the past three years, Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Subrecipient must provide a letter certifying that all documentation of such proceedings, pending or completed, including outcome and copies of settlement agreements will be made available to OEM upon request. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Subrecipient, or Subrecipient settles a case or matter alleging such discrimination, Subrecipient must forward a letter to OEM summarizing the finding and making a copy of the complaint and findings available to OEM.
- 2. Equal Employment Opportunity Program.** Subrecipient, and any of its contractors and subcontractors, certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. Subrecipient must maintain a current copy on file.
- 3. Services to Limited English Proficient (LEP) Persons.** Subrecipient, and any of its contractors and subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of LEP. To ensure compliance with Title VI, Subrecipient must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subrecipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance additional information regarding LEP obligations, please see <http://www.lep.gov>.

E. Environmental and Historic Preservation.

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

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

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

F. PROCUREMENT OF RECOVERED MATERIALS. Subrecipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery and Conservation Act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

G. SAFECOM. If the Grant Funds are for emergency communication equipment and related activities, Subrecipient must comply with SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

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

- I. Human Trafficking (2 CFR Part 175).** Subrecipient must comply with requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, 22 USC § 7104, as amended and 2 CFR § 175.15.
- J. Fly America Act of 1974.** Subrecipient agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B138942.
- K. Activities Conducted Abroad.** Subrecipient agrees to comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- L. Acknowledgement of Federal Funding from DHS.** Subrecipient agrees to comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- M. Copyright.** Subrecipient shall affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including Subgrant number) to any work first produced under an award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Subrecipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.
- N. Patents and Intellectual Property Rights.** Unless otherwise provided by law, Subrecipient is subject the Bayh-Dole Act, 35 USC § 200 et seq., as amended, including requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards, 37 CFR Part 401, and the standard patent rights clause in 37 CFR § 401.14.
- O. Use of DHS Seal, Logo and Flags.** Subrecipient agrees to obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- P. Personally Identifiable Information (PII).** Subrecipient, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

Q. Federal Debt Status. Subrecipient shall be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, benefit overpayments and any amounts due under Section 11.c of this Agreement. See OMB Circular A-129 for additional information and guidance.

R. Construction Contracts.

1. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
3. Contracts awarded by Grantee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
4. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

S. Funding Agreements. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and Grantee wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Grantee must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

EXHIBIT C

Subagreement Insurance Requirements

GENERAL.

Subrecipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Subrecipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a subagreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which Subrecipient is a Party.

TYPES AND AMOUNTS.

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

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by OEM:

Bodily Injury, Death and Property Damage:

\$500,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

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

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

CERTIFICATE(S) OF INSURANCE. Subrecipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit D

Information required by 2 CFR 200.331(a)

1. Federal Award Identification:
 - (i) Subrecipient name (which must match registered name in DUNS): Clackamas County
 - (ii) Subrecipient's DUNS number: 096992656
 - (iii) Federal Award Identification Number (FAIN): EMW-2015-EP-00022
 - (iv) Federal Award Date: July 9, 2015
 - (v) Sub-award Period of Performance: July 1, 2015 through June 30, 2016
 - (vi) Amount of Federal Funds Obligated by this Agreement: \$209,559
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$209,559
 - (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$209,559
 - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C 5121 et seq.).
 - (x)
 - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
 - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
 - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
 - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants
Amount: \$209,559
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%