

AGENDA

Thursday, July 21, 2016 - 6:00 PM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2016-72

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval to Execute a Memorandum of Understanding between the Housing Authority of Clackamas County and Town Center Greens Limited Partnership by its General Partner Central City Concern for Administering 21 Project Based Vouchers at Town Center Courtyards Apartments
2. Approval to Enter into a Housing Assistance Payment Contract with Town Center Greens Limited Partnership for 21 Project Based Vouchers to Town Center Courtyards Apartments

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. PUBLIC DISCUSSION ITEM *(The following items will be individually presented by County staff or other appropriate individuals. Citizens wishing to comment on a discussion item must fill out a blue card provided on the table outside of the hearing room prior to the beginning of the meeting.)*

Department of Transportation & Development

1. Discussion Regarding the Proposed Fuel Tax Measure on the November 2016 Ballot (Barb Cartmill, Department of Transportation & Development)

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

A. Health, Housing & Human Services

1. Approval of a Subrecipient Agreement Amendment (16-025 A. 1) with Todos Juntos for Youth Drug and Alcohol Prevention – Canby, Sandy, Estacada, Molalla – *Children, Youth & Families*

2. Approval of an Amendment to the Subrecipient Agreement with Todos Juntos, Inc. for PreventNet Community Schools (16-014) – *Children, Youth & Families*
3. Approval of an Amendment to the Subrecipient Agreement with Northwest Family Services for Youth Drug and Alcohol prevention - Oregon City, Gladstone, and Milwaukie – *Children, Youth & Families*
4. Approval of an Intergovernmental Agreement with Clackamas Education Service District for Focused Child Care Networks – *Children, Youth & Families*
5. Approval of an Agency Services Contract with Compass Group USA, Inc. d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County Older Americans Act Nutrition Program Meal Sites – *Social Services*
6. Approval of Intergovernmental Agreement No. 145025, Amendment #3, with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County – *Social Services*
7. Approval of Construction Contract with GT Excavating, LLC for the ADA Ramps and Crosswalk Improvements Project – *Housing & Community Development*
8. Approval of US Department of Housing and Urban Development (HUD) Continuum of Care (CoC) – Planning Grant Agreement – *Housing & Community Development*

B. Finance Department

1. Approval of a Contract with Portland Real Estate Solutions LLC (Portland Construction Solutions) for the Building Envelope Replacement at the Emergency Operation Center
2. Approval of an Authorization to Purchase Fourteen Dodge Chargers Police patrol Vehicles from Withnell Motor Company

C. County Administration

1. Board Order No. _____ Authorizing the Sale of County General Obligation Bonds to Replace Obsolete Emergency Radio Communications System

D. County Counsel

1. Approval of a Release of Deed Restriction for Property Located in Lake Oswego

E. Juvenile Department

1. Approval to Apply for Bureau of Land Management Financial Assistance Opportunity No. L16AS00141 – to Fund Juvenile Offender Work Crews
2. Approval of Amendment No. 1 and 2 with the Intergovernmental Agreement with the State of Oregon for Title IV E Funding

F. Technology Services

1. Approval of a Right-of-Way Franchise Agreement between Clackamas Broadband eXchange and the City of Lake Oswego for Use of City Right-of-Way
2. Approval to Enter into a Service Level Agreement between Clackamas Broadband eXchange and Lake Oswego School District for Dark Fiber Network

G. Tourism & Cultural Affairs

1. Approval of Amendment No. 3 and Renewal No. 4 to the contract Documents with Borders Perrin Norrande for Tourism Marketing Agency Services - *Finance*

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

July 21, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to execute a Memorandum of Understanding between the Housing Authority of Clackamas County and Town Center Greens Limited Partnership by it's General Partner Central City Concern for administering 21 Project Based Vouchers at Town Center Courtyards Apartments

Purpose/Outcomes	Execute MOU to identify roles of each agency in administering the Project Based Vouchers at Town Center Courtyards
Dollar Amount and Fiscal Impact	\$0
Funding Source	U.S. Department of Housing and Urban Development. No General Funds used.
Duration	August 1, 2016 - July 31, 2031 (15 years)
Previous Board Action	The HACC Board of Commissioners approved the aware of 21 Project Based Vouchers on 12/18/2014 through Resolution #1908
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	7883

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the of Health, Housing and Human Services Department, requests approval to enter into a Memorandum of Understanding (MOU) with Central City Concern (CCC) the General Partner of Town Center Greens Limited Partnership, to identify roles and responsibilities in administering 21 Project Based Vouchers (PBV) at Town Center Courtyards located at 11475 SE 85th, Happy Valley, OR 97086.

Central City Concern (CCC) responded to an RFP with a project proposal to build 60 units of a mix of one, two and three-bedroom units that will be affordable to households below 60% of the area median income. The apartments are designated for homeless families recovering from alcohol or drug addiction. Wrap around services are provided on and off site to these families to maintain stabilization and obtain self-sufficiency. The property is located close to Clackamas Town Center, transit lines and other services. The Board approved the award of 21 PBV units to CCC Town Center Courtyards on December 18, 2014.

RECOMMENDATION:

Staff recommends the Board's approval to enter into a MOU with CCC effective August 1, 2016. Additionally staff recommend the Board authorize Chuck Robbins, Executive Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

MEMORANDUM OF UNDERSTANDING

Between the

THE HOUSING AUTHORITY OF CLACKAMAS COUNTY
And

CENTRAL CITY CONCERN

This Memorandum of Understanding (this "Agreement") is between the Housing Authority of Clackamas County ("HACC"), and Town Center Greens Limited Partnership by its General Partner, Central City Concern, an Oregon Nonprofit Corporation ("Owner" or "CCC"), collectively the "Parties." The effective date of this Agreement is July 1, 2016. This Agreement covers the Owner's Town Center Courtyards property at 11475 SE 85th, Happy Valley, OR 97086 (the "Project"). HACC agrees to designate a total of 21 units of PBVs in the Projects Studio apartments.

I. Background

CCC provides housing and services for homeless families.

HACC is a public corporation, established under the federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes. Although it is a separate entity, HACC falls under the administrative structure of Clackamas County government. The mission of the HACC is to provide affordable safe, decent and sanitary housing opportunities in a fiscally responsible manner to low income people in Clackamas County.

II. Purpose

The purpose of this MOU is to establish a framework of cooperation between HACC and CCC in the administration and operation of PBV at the Project.

III. Responsibilities

A. HACC rights and obligations:

1. Make the PBV assistance available, at the time both parties enter into a Housing Assistance Payments Contract (the "HAP Contract") as specified by U.S. Department of Housing and Urban Development ("HUD") regulations.
2. Approve funding on an annual basis, subject to annual appropriations from HUD, and its governing body, and as outlined in Exhibit A, General Manager Agreement.
3. Specify units to receive PBV assistance in the HAP Contract. Owner may not transfer PBV assistance to other units in the Project without a written amendment to the HAP Contract approved by HACC. Amendments will only be considered with 60 days notice prior to the Anniversary date of the HAP Contract.
4. Provide leases for units and allow the Owner to use its leasing documents as addendums to the HACC lease. HACC leases will be used and all other rules, addendums, and leases will be attachments to the original HACC lease. HACC's lease prevails in matters where there is a discrepancy in the terms or conditions of any attachment to the HACC lease. The HACC lease must state that it will renew automatically on a month-to-month basis after the first year if the tenant is recertified by HACC and the building's HAP Contract continues to be funded.

5. Determine rents meet rent reasonableness before approving them. HACC will consider the current HUD Fair Market Rents for the area as well as HOME Investment Partnerships Program (HOME), Low Income Housing Tax Credit (LIHTC), payment standards and site amenities when determining the approved rental amounts.

6. Arrange Housing Quality Inspections of PBV units on an annual basis per Exhibit A, General Manager Agreement.

7. HACC will maintain the waiting list for the PBV units in the building in accordance with Exhibit B of this Agreement. An MOU will be established with referring agencies and provided by CCC.

8. HACC reserves the right to terminate subsidy for a tenant who is not meeting the obligations of the PBV program. If HACC proposes to terminate a tenant's assistance, both the owner and the tenant will receive at least a 30-day notice of proposed termination. Tenants shall have the right to a hearing at HACC related to a HACC-initiated termination. Unless a tenant prevails at a hearing related to a HACC-initiated termination, housing assistance payments will terminate on the last day of the notice, regardless of whether the tenant has vacated.

9. Terminate housing assistance payments on the last date of a final termination notice under ORS Chapter 90 from the Owner, regardless of whether the tenant has vacated. Subject to Section B (16) below, owner will not be eligible for housing assistance payments beyond the end of the notice period.

10. Subject to Exhibit B, General Manager Agreement, HACC will conduct periodic on-site audits of the Project to ensure compliance with PBV program requirements, as well as yearly unit inspections. HACC will notify Owner of any deficiencies or corrective actions in writing, and the Owner shall correct the same within 14 days of such notice or such reasonable further time as HACC and Owner may agree. In accordance with the HAP Contract, HACC may abate payments to the Owner for failure to comply with the terms of the HAP Contract.

B. Owner rights and obligations:

1. Certify that the Project is located in Clackamas County, Oregon.

2. Owner must provide housing and services that directly benefit "very low income" households with incomes at or below 40% of area median income ("AMI"). Priority for housing will be given to applicants and residents with "extremely low incomes" from 0-30% AMI. AMI figures are based on number of family members and updated annually by HUD

3. Owner has committed to housing the populations as outlined in its Tenant Selection Plan attached as Addendum A. The Tenant Selection Plan may be amended from time to time upon written approval by HACC.

4. Owner has created screening policies, lease addendums, and program agreements which will be maintained on file for each PBV client. Owner agrees to notify HACC in writing if any of these policies or documents change.

5. Owner understands that the initial term of the lease with PBV tenants must be for twelve months. Owners may only evict tenants for cause, and in accordance with Oregon Landlord Tenant law. "No cause" evictions are not allowed.

6. Owner may not use PBV in more than 25% of the units in a complex unless it meets one of the following criteria: the building has fewer than four units; 100% of the units are designated as elderly or disabled units; or other special projects as approved. CCC agrees to provide services for tenants at Town Center Courtyards that meet the criteria for exceeding 25% PBVs at the complex as outlined in the Housing Authority's Administrative Plan, Chapter 17 – II.F., 24 CFR 983.56(b), which includes but is not limited to recovery support including referral for treatment for drug and alcohol addiction, work skills development and asset building classes.
7. Owner certifies that PBV will not be used for any of the following: shared housing, nursing homes, care facilities, medical facilities, college dormitories, penal intuitions, or manufactured homes.
8. Owner certifies that the units covered under this Agreement do not receive any other governmental subsidy that covers all or any part of the operating costs of the housing (24 CFR 983.54). The Owner may, however, use Low Income Housing Tax Credit units and HOME-assisted units in this Project.
9. Owner certifies that units are not located in a Federal Emergency Management Agency (FEMA) identified flood area.
10. Owner will provide supportive services to residents in PBV units. A copy of any service provider contracts or any other agreements to provide services at the Project will be provided to HACC.
11. All rent increases must be submitted to HACC at least 60 days prior to when they will go into effect, and must be approved by HACC. Owner must comply with Section 8 regulations governing rent collection and side payments. PBV units must all be charged the same rent and can only have rent changes at anniversary of the HAP Contract.
12. Owners understand that they may collect a security deposit similar to other subsidized units. Owners are encouraged to work with applicants to allow installment payments for large security deposits.
13. Owner is responsible for housing tenants and operating the building in accordance with Fair Housing and any applicable federal, state and local law.
14. Owner must provide an appropriate legal notice to tenants who are not in compliance with their HACC lease or Owner addendums. Simultaneously, Owner must provide copies of any notices given to tenants in PBV units to HACC either by fax, mail or email per VII. Notices b. Owner will be required to offer the tenant the opportunity for an informal conference to discuss ways to correct issues specified in the notice. Conferences should occur during the notice's "cure" period, at the tenant's request, prior to filing a Forcible Entry and Detainer (FED).
15. Owner understands that the housing assistance payments will terminate on the last date of the notice from HACC or the Owner, regardless of whether the tenant has vacated. Owner will not be eligible for HACC payments beyond the end of the notice period.
16. In situations where the Owner does not receive a proper notice of a tenant's intent to vacate (such as an abandonment or a death), or where the Owner must file a court action in order to enforce a legal notice to the tenant, HACC may, at its discretion, extend the housing assistance

payment for up to 30 days, or until the unit is re-rented, whichever is less. Owner understands no other vacancy loss payments will be made.

17. Owner must maintain units in habitable condition and remain in compliance with HACC's Housing Quality Standards ("HQS") guidelines at all times. HACC reserves the right to terminate the Housing Assistance Payments Contract and/or abate payments to the Owner for HQS breach.

18. Owner must comply with federal and local lead based paint notification requirements and any applicable laws.

19. Owner will be provided with a contact person at HACC. The HACC contact person will handle all HACC transactions in the PBV units.

20. Owner agrees that Owner staff will attend a training meeting with HACC prior to the distribution of the PBV assistance. The training will review the terms of this Agreement as well as the policies and procedures governing applicants and wait list procedures, as specified in Addendum A to this Agreement.

21. By accepting rental subsidy checks from HACC, the Owner certifies that it is in compliance with Section 8 regulations, the HAP Contract, and this Agreement. Owner also certifies that the tenants are still residing in the specified units, and that the units are in compliance with HQS.

22. Owners will provide a progress report on an annual basis. Failure to provide such reports shall be cause for HACC's termination of the HAP Contract and this Agreement. HACC will provide the format for the reports.

23. Owner will work with tenants to stabilize housing and understands tenants have the right to request a Tenant Based Voucher after the first full year of Occupancy in the PBV unit. Tenant must request the Tenant Based Voucher in writing and provide a copy of a written 30 day notice to vacate their unit. If a Tenant Based Voucher is not available, the client will be placed on the wait list for the first available voucher.

24. Owner will establish an MOU with every referring agency and provide a copy to HACC. Referring agencies include, but are not limited to:

CODA-Clackamas County, Clackamas County Behavioral Health, Department of Community Corrections – Clackamas County, Bridges to Change – Clackamas County, Clackamas Women Services, FAN Network, Northwest Housing Alternatives, The In-Swan and Madrona, Los Ninos Quentan, Clackamas County Coordinated Housing Access/Assessment.

III. Duration

This MOU shall become effective the date of the last signature and will continue to be in effect for a period of two years or until it is modified or terminated. This MOU may be modified or amended upon written consent of all Parties.

Neither the Housing Assistance Payments Contract nor this Agreement may be sold, contracted, or assigned by the Owner without the express prior written consent of HACC.

IV. Funding

The terms of this Agreement are subject to the availability of funds. Any endeavor by any party that involves reimbursement, contribution of funds, or transfer of anything of value between the parties

shall be subject to available funding and will be handled in accordance with applicable laws, regulations, and procedures. In the event that adequate funding is not available, the Parties will terminate this Agreement as provided in Section V.

V. Termination

This Agreement may be terminated by mutual consent of all parties, by any party upon 30 days' notice to the other parties, or immediately by any party if funding for the purpose thereof is not available. A notice of termination will be made in writing and delivered by certified mail or in person to the liaison listed. The terms and conditions contained in this Agreement shall survive the termination or expiration of the Agreement.

VI. Debt Limitation

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VII. Notices

All notices or other communications required or permitted to be given hereunder shall be given to the parties at the addresses set forth below or to such other addresses as the parties may from time to time designate by notice to the other party. All notices shall be in writing and shall be served or given by registered or certified mail, postage prepaid, or by actual delivery. Notice shall be effective on the date of actual delivery or on date which delivery is refused.

a. To HACC:

Toni Karter
Housing Services Manager
13900 S Gain St
Oregon City, OR 97045
Email: ToniK@co.clackamas.or.us
Phone: (503) 650-3139
Fax: (503)655-8676

b. To HACC Occupancy Specialist:

Nathaniel Mom
PO Box 1510
Oregon City, OR 97045
Email: Nathanielmom@co.clackamas.or.us
Phone: (503) 655-8707
Fax: (503) 655-8676

c. To CCC for rent issues:

Nicole Kiziway
MIS & Revenue Manager
Central City Concern Housing
232 NW 6th Ave.
Portland, OR 97209
Email: nicole.kiziway@cccconcern.org
Phone: 971-244-5019

d. To CCC for occupancy issues:

Regina Amodeo
Occupancy and Compliance Manager
Central City Concern Housing
232 NW 6th Ave.
Portland, OR 97209

Email: regina.amodeo@ccconcern.org
Phone: 971-244-5012

AND

Central City Concern
232 NW 6th Ave.
ATTN: Legal Affairs
Portland, OR 97209

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CENTRAL CITY CONCERN

Ed Blackburn, Executive Director

Date

HOUSING AUTHORITY OF
CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Services

Date

EXHIBIT A

GENERAL MANAGER AGREEMENT

DATED: August 14, 2015 (“Effective Date”)
PARTIES: Town Center Greens Limited Partnership (“Partnership”)
AND: Housing Authority of Clackamas County (“General Manager”)

Recitals

A. The Partnership is an Oregon limited partnership composed of CCC-Town Center Greens LLC (the “General Partner”) and U.S. Bancorp Community Development Corporation (the “Limited Partner”). The Partnership was formed for the purpose of acquiring, constructing, owning, operating, and leasing a low-income housing project which contains 60 residential units located in Clackamas County, Oregon (the “Project”). The Partnership operates, or upon admission of the Limited Partner will operate, pursuant to the Amended and Restated Agreement of Limited Partnership of the Partnership (the “Partnership Agreement”).

B. The Partnership desires that the General Manager act as the General Manager of the Partnership, and General Manager has agreed to act as the General Manager of the Partnership, in accordance with the terms of this Agreement, the provisions of ORS 307.092, and any regulations adopted thereunder.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment and Term. The Partnership hereby retains the General Manager to render services as the General Manager of the Partnership as herein contemplated. The initial term of this Agreement shall begin on the date of this Agreement, shall continue until the first anniversary of the Effective Date and shall be automatically renewed thereafter for successive annual terms unless either party gives notice to the other not less than 60 days before the end of the initial term or any annual renewal term of its desire to terminate this Agreement. Provided, however, in the event the Partnership ceases to be the owner of the Project, this Agreement shall terminate.

2. Duties. The General Manager shall:

(a) provide, upon request of the General Partner, consultation for the benefit of the General Partner regarding the performance by the General Partner of duties of the General Partner under the Partnership Agreement;

(b) provide, upon request of the General Partner, non-binding advice for the benefit of the General Partner regarding how the General Partner might improve the efficiency with which the General Partner performs its duties to the Limited Partner under the Partnership Agreement; and

(c) provide, upon request of the General Partner, non-binding advice for the benefit of the General Partner, and subject in all respects to the approval by the Limited Partner, regarding the performance and/or selection of accountants providing professional partnership accounting services.

3. Limitation on Obligations, Waiver. The Partnership and the General Manager acknowledge that the General Manager shall have no duty to advise the General Partner or the Partnership on any matter as to which the Housing Authority of Clackamas County has any duty to enforce any regulation adopted by the U.S. Department of Housing and Urban Development ("HUD") or to administer any Housing Assistance Payment Contract or any other agreement subject to regulations under 24 CFR Part 982, 24 CFR Part 983, or any other applicable federal regulation. The Partnership and the General Partner hereby waive and agree not to assert any claim or defense that any action, determination, or claim made by the Housing Authority of Clackamas County under any such regulation, contract, or agreement is in conflict with any prior advice, consultation, or recommendation provided by the General Manager under this Agreement. The Partnership and its partners, including the General Partner, hereby agree that the General Manager shall have no fiduciary duty to any of them under this Agreement.

4. Project Rent Determinations and Inspections. The Partnership and the General Manager acknowledge that the General Manager will be the contract administrator for twenty-one (21) section 8 project based voucher units in the Project (the "PBV Units") pursuant to the terms of that certain PBV Agreement to enter into Housing Assistance Payments Contracts ("AHAP") dated effective (insert date). The General Manager hereby certifies that during the term of the AHAP and any Housing Assistance Payment Contract subsequently entered into by the Parties, the General Manager shall,

a) maintain a contractual relationship with an independent entity approved by HUD (the "Independent Entity") to determine contract rents and perform inspections of the PBV Units;

- b) Cause all initial and redetermined rents payable to the Partnership for the PBV Units to be determined by the Independent Entity in accordance with 24 CFR 983.301 through 983.305; and
- c) cause all inspections for the PBV Units to be performed by the Independent Entity in accordance with 24 CFR 983.103.

All costs associated with the a-c above shall be paid by the General Manager without contribution from the Partnership. The requirements of this Section shall automatically terminate upon termination of this Agreement.

5. Compensation. During the term of this Agreement, the Partnership shall pay the General Manager, in arrears, a fee of \$5,250 per year for services rendered by or available from the General Manager during the prior year with such payments commencing the year in which the Project is placed in service.

6. Indemnification. The Partnership shall indemnify, defend, and hold harmless the General Manager from and against any loss, liability, damage, cost, or expense (including reasonable attorneys' fees) arising out of or alleged to arise out of any demands, claims, suits, actions, or proceedings against the General Manager, by reason of any act or omission performed by it (including its employees and agents) while acting in good faith on behalf of the Partnership and within the scope of the authority of the General Manager pursuant to this Agreement, and any amount expended in any settlement of any such claim of liability, loss, or damage. This indemnity shall be operative only in the context of third-party suits, and not in connection with demands, claims, suits, actions or proceedings initiated by any Partner or any Affiliate thereof against another Partner.

7. Mediation. Any dispute or controversy arising in connection with this Agreement, but expressly excluding any controversy arising by reason of the authorities or duties of the Housing Authority of Clackamas County as described in Section 3, above, must be first subject to non-binding mediation. The mediator may be agreed upon by all parties to the dispute, or if agreement is not possible or 30 days have elapsed, whichever shall occur sooner, chosen by the United States Arbitration and Mediation Service in Portland or its successor or equivalent organization. The cost of the mediator shall be shared equally by all participating parties. The mediation must be complete within 30 days of the selection of the mediator. Completion of the process, or the elapse of 30 days from the selection of the mediator, shall be condition precedent to entering into arbitration.

8. Arbitration. In the event of any controversy arising under or relating to this Agreement, but expressly excluding any controversy arising by reason of the authorities or duties of the Housing Authority of Clackamas County as described in Section 3, above, any party may require that all disputes, claims,

counterclaims, and defenses ("Claims") relating in any way to this Agreement or any transaction of which this Agreement is a part (the "Transaction"), be settled by binding arbitration in accordance with the Oregon Business Arbitration Rules of the American Arbitration Association; provided, that such arbitration need not be conducted under the jurisdiction of the American Arbitration Association. All Claims will be subject to the statutes of limitation applicable if they were litigated. If arbitration occurs, one neutral arbitrator will decide all issues. All arbitration hearings will be held in Portland, Oregon. In addition to all other powers, the arbitrator shall have the exclusive right to determine all issues of arbitrability. Judgment on any arbitration award may be entered in any court with jurisdiction. This arbitration clause cannot be modified or waived by either party except in a writing that refers to this arbitration clause and is signed by both parties.

9. Disclaimer of Partnership. Partnership and General Manager disclaim any relationship other than as defined in this Agreement. No partnership, joint venture, or other similar interest is intended or created by this Agreement.

10. Amendment. The General Manager and Partnership may amend this Agreement at any time only by written amendment executed by both the General Manager and the Partnership.

11. Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. Neither party may assign this Agreement without the consent of the other party.

12. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

13. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

14. Binding Agreement. This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

15. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

16. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and *vice versa* as the context may require.

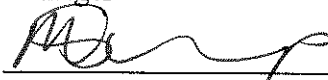
In Witness Whereof, the parties have executed this Agreement as of the date first written above.

PARTNERSHIP

Town Center Greens Limited
Partnership
c/o Central City Concern
232 NW 6th Ave.
Portland, Oregon 97209

By: CCC-Town Center Greens LLC,
its General Partner

By: Central City Concern, its member
and manager

By: 

Its: CFO

GENERAL MANAGER

Housing Authority of Clackamas
County
13930 S. Gain St.
PO Box 1510
Oregon City, Oregon 97045-1510

By: 

Its: Executive Director



EXHIBIT B

Town Center Courtyards

Happy Valley, OR 97086

Phone: (503) 525-8483

Building Criteria and Tenant Selection Plan – Section 8 Units

Project Description: Town Center Courtyards (“Property”) is a 60 unit Low Income Housing Tax Credit (LIHTC) project operated by Central City Concern (CCC). The Property consists of 20 1-bedroom units, 32 2-bedroom units and 8 3-bedroom units. Twenty-one (21) of these units receive Project-Based Section 8 rent subsidy under the Project-Based Section 8 Voucher Program (PBV).

Applicants must meet all criteria by the time they move into the property. Applicants completing the Pre-Application form need not meet the building criteria at pre-application but must read and understand this document, and acknowledge that they have done so. The Project-based Section 8 criteria for this property are:

1. Project Eligibility Requirements

- a. **Occupancy Standard:** The Property permits two persons per bedroom plus one additional occupant. Households exceeding this standard are ineligible for tenancy at the Property. Minimum occupancy standards are one person per bedroom. PBV units are subject to occupancy standards established by the Housing Authority of Clackamas County (HACC).
- b. **Alcohol and Drug-Free Community (“ADFC”):** The Project is an ADFC established under ORS 90.243. At least one household member must:
 - i. Have a minimum of sixty (60) days of verifiable sobriety; and
 - ii. Have ongoing and verifiable participation in a recognized “program of recovery,” including counseling and rehabilitation treatment services, including a written plan, to assist recovering alcoholics or drug addicts to recover from their addiction to alcohol or illegal drugs while living in drug and alcohol free housing. Such programs include, but are not limited to, Alcoholics Anonymous, Narcotics Anonymous, faith-based programs, Smart Recovery and other similar programs.
- c. **HACC Eligibility:** Must meet HACC Criteria for general admission for PBV/Section 8 Assistance. Information on these requirements is available at:
<http://www.clackamas.us/housingauthority/documents/AdminPlan2013.pdf>
- d. **Citizenship:** The PBV Section 8 Program assistance is restricted to U.S. citizens or nationals and non-citizens who have eligible immigration status as determined by the United States Department of Housing and Urban Development (“HUD”). All family members, regardless of age, must declare their citizenship or immigration status. Non-citizen applicants will be required to submit evidence of eligible immigration status at the time of application.
- e. **Social Security Documentation:** Applicants must provide documentation of Social Security Numbers (“SSN”) for all household members or equivalent identification (i.e. Work Visa, Alien Registration Receipt Card, Temporary Resident Card, IRS Individual Tax Payer Number (TIN), or Employment Authorization Card. Documentation of the SSN must be provided no later than sixty (60) days after certifying in a signed writing to the CCC Housing office that no documentation was immediately available.
- f. **Sole Residence; Single Subsidy Allowed:** The Project must be the household’s sole residence. No household member may benefit from more than one subsidy.
- g. **Full-time student status:** Households composed entirely of full-time students are not allowed. Some exceptions apply: please inquire with Housing for more information.

- h. **Identification:** Valid government-issue photo identification is required at time of move-in.
- i. **Rent Payment and Lease Terms:** Applicants must agree to pay the rent and abide by the lease requirements.

2. **Income Eligibility Requirements**

- a. HUD establishes and publishes income limits annually based on family size for each county. Please see attached sheet for current year's income limits.
- b. Units are reserved for households with incomes at or below applicable LIHTC limits. Of the 60 units, 14 are available to applicants with incomes at or below 60% of the Area Median Income (AMI); 25 are available to applicants with incomes at or below 50% AMI; and 21 are available to applicants with incomes at or below 30% AMI.

3. **Application and Waitlist Procedure**

- a. **Waitlist Application:** The PBV waiting list for this project is managed by the HACC. Any person may place his/her name on the waitlist by completing a pre-application. Incomplete or ineligible pre-applications will be rejected. Applicants are placed on the waitlist in the order the pre-application is received as noted by the date and time stamp placed on the pre-application at the time of receipt by Housing. Applicant households that do not meet the criteria of homeless, disabled and at or below 30% income on the PBV waitlist at time of intake will be notified that they are ineligible and filed inactive. Pre-applications are available at the HACC Administrative Offices, located at 13930 S Gain St. in Oregon City Or online at: <http://www.clackamas.us/housingauthority/section8.html>
- b. **Minimum Information Required:** Waitlist applicants must provide the following information for a pre-application to be considered complete and their names placed on any waitlist:
 - i. Complete identifying information (Last, First, MI, DOB, SSN);
 - ii. Complete mailing address information including ZIP code;
 - iii. Number of people expected to reside in the unit; and
 - iv. Applicant must sign and date the pre-application to acknowledge he/she is aware of the Project eligibility requirements.
- c. **Preferences:** HACC will grant a waitlist preference for persons with income below 30% MFI and for persons referred by partner agencies* providing eligible services. Eligible services are related to self-sufficiency, housing stability, eviction prevention and other such issues. Applicants claiming a preference must provide a written referral as verification of participation from the approved partner agencies. The preference scale is as follows:
 - i. Referral from partner Agency → 2 points
 - ii. Income below 30% MFI → 1 point
 - iii. Homeless* → 1 point
 - iv. Disabled* → 1 point
 - v. Victim of domestic violence → 1 point
 - vi. (DHS) Department of Human Services involvement → 1 point
 - vii. *Definitions:

Homeless: Homelessness is defined as: individuals and families who lack a fixed, regular and adequate nighttime residence or who will imminently lose their primary nighttime residence or; families with children and youth who are defined as homeless under other federal statutes or; families and individuals who are fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous conditions that relate to violence against the individual or family member.

Disabled: Disabled is defined as: a person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C.423) or; a person having a physical, mental, or emotional impairment that: (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that

ability to live independently could be improved by more suitable housing conditions or; a person who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act(42 U.S.C. 6001(7)

- d. **Waitlist organization:** HACC organizes the waitlist by preference, then by date and time of application. Applicants with a waitlist preference are sorted by date and time before all other applicants. Non-preference applicants are ordered by date and time after all preference applicants.
- e. **Waitlist Closure:** When the waitlist time reaches six months from the date of pre-application to reaching the top of the waitlist, HACC may choose to temporarily close the waitlist until the wait time is no more than six months. Proper notice will be given of intent to close the waitlist and of the estimated date on which the waitlist will re-open.
- f. **Notification:** When units become available, or in anticipation of unit vacancy, HACC will notify the next waitlist applicant(s) by mail according to the order established in (d) above. Applicants must respond in person within 14 days of the date the notification letter was mailed. Failure to respond in a timely manner will result in the removal of the applicant's name from the waitlist. If more than one applicant is notified for a vacancy, applicants will be considered for residency in the order in which they respond to the notification.
- g. **Applicant responsible for maintaining current information:** It is the applicant's responsibility to maintain current contact information on file with HACC. Waitlist notifications and any other correspondence will be mailed to the address currently on file for each applicant. Failure to keep information updated which leads to a notification being returned undeliverable will result in removal from the waitlist.
- h. **Updates:** The waitlist may be updated periodically with letters asking applicants to confirm their interest in the waitlist being mailed to the addresses on file for each applicant. Applicants will be required to reply to HACC within 14 days of the date the letter is mailed or by the date noted in the letter if they wish to remain on the waitlist. Failure to do so will result in removal from the waitlist.
- i. **Refusal of Available Unit:** Applicant refusal of the available unit will result in removal of applicant from the waitlist.
- j. **Removal from the waitlist:**
 - i. Applicants will be removed from the waitlist for the following reasons:
 - 1. At applicant's request;
 - 2. Failure to respond to notification of vacant unit within 7 days;
 - 3. Return of any mail sent to the applicant; or
 - 4. For any other reasons mentioned throughout this document.
 - ii. An applicant will be notified by mail that he/she has been removed from the waitlist and of the reason for removal. A removed applicant who wishes to be reinstated on the waitlist must respond to the removal notice in person or in writing within 30 days of the date the notification was mailed.

4. Application

- a. **Complete Application:** When an applicant is at the top of the waitlist and is offered a vacant unit, applicant must complete a rental application. Applicant household must meet all project eligibility requirements at the time of application for the vacant unit. Incomplete applications will be refused.
- b. **Preliminary HACC Screening:** Household information will be forwarded to the HACC caseworker for preliminary screening prior to scheduling an eligibility review.
- c. **Applicant Screening:** All adult household members are screened against the screening criteria described below.
- d. **HACC Eligibility Review:** Applicant attends an initial interview with HACC Eligibility Specialist.
- e. **Security Deposit and Rental Agreement:** If applicant is approved, applicant must pay the appropriate security deposit, execute a rental agreement with Management, and may then assume occupancy.

5. **Project Screening Criteria:** All applicants 18 years and older will be screened for suitability prior to residency. Extenuating circumstances will be considered in the screening process.
- a. **Urinalysis (“UA”):** All applicants are required to provide a urine sample for analysis during the application process. Applicants with positive results for illegal drugs or alcohol will be denied.
 - i. “Illegal drug use” includes the use of marijuana, including for medically prescribed purposes. Therefore, those individuals who test positive for medical marijuana at screening and present their Oregon Medical Marijuana card will be denied for illegal drug use.
 - b. **Criminal History:** CCC conducts a criminal background screening for this Property. Applicants for PBV assistance must also pass a HACC screening in order to qualify for a Section 8 Voucher unit. Applicants will be denied if they have been convicted of certain violent crimes, certain sex crimes, and arson. In addition, applicants will be denied if any of the following apply:
 - i. Any household member has been evicted from federally-assisted housing for drug related criminal activity within the last three years. If that household member has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, Management may, but is not required to, admit the household.
 - ii. Any household member is currently engaged in illegal drug use determined either by self-admission or UA results. Illegal drug use includes use of marijuana, including for medically prescribed purposes. Therefore, anyone who tests positive for medical marijuana and present their Oregon Medical Marijuana card will be denied for illegal drug use.
 - iii. Management determines there is reasonable cause to believe a household member’s illegal use, or pattern of illegal use, of drugs or abuse, or pattern of abuse, of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. Screening standards are based on resultant behavior, not the condition of alcoholism.
 - iv. Any household member has been convicted of the manufacture of methamphetamine at any time during his/her life.
 - v. Any household member has been convicted of, or has pled guilty or no contest to, any charge of arson at any time during his/her life.
 - vi. Any household member is required to register as a sex offender.
 - vii. Information provided by applicant is found to be false, misleading, or willfully incomplete.
 - viii. There is any evidence of criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the Management, or any employee who is involved in the housing operations.
 - ix. Any household member has previous negative rental or program participation history with CCC Housing. Such history is subject to review with CCC Housing.

6. **Procedure for Rejecting Ineligible Applicants:**

- a. Applicants may be rejected if:
 - i. They are income-ineligible;
 - ii. Household characteristics are not appropriate to available units (see Occupancy Standards);
 - iii. Applicant does not meet the Project Eligibility Requirements;
 - iv. Applicant does not meet screening criteria;
 - v. Applicant does not declare citizenship or non-citizenship status; or
 - vi. Applicant is unable to provide valid Social Security Number.
- b. If HACC does not place an applicant on the waitlist or immediately process the applicant for admission, HACC must promptly notify the applicant in writing of the rejection and inform the applicant of:
 - i. The reason for the rejection; and

- ii. That the applicant has 30 days to respond in writing or to request an informal review to discuss the rejection. In his/her response, the applicant should explain the reason(s) he/she believes the application should be approved, and attach relevant documentation supporting the request.
- c. HACC will review the application file and make a determination with regard to the applicant's request. Applicant will be notified of the final decision within 10 days. Any review of the applicant's file, and any decision made with regard to the applicant's request, will be made by a member of HACC staff not party to the original decision to reject the applicant.
- d. HACC retains the following materials on file for at least three years: (i) application, (ii) initial rejection notice, (iii) any applicant reply, (iv) Management's final response; and (v) record of all interviews and verified information on which Management based the decision.

7. Fair Housing and Equal Opportunity Housing Statements

- a. **Fair Housing:** HACC and CCC do not discriminate on the basis of race, color, national origin, religion, sex, family status, or disability, and recognizes the following protected classes under local statute: marital status, source of income (State of Oregon), age, sexual orientation, or gender identity.
- b. **Reasonable Accommodation:** HACC and CCC will consider all reasonable accommodation requests to accommodate a disabled applicant. Please refer to the Reasonable Accommodation/Modification Request documents for further information.

Any person needing assistance completing the application process should contact:

Town Center Courtyards Contact
2051 Kaen Rd
Oregon City, Oregon 97045

Hours: Monday through Thursday 8:00am- 6:00pm
Closed holidays and weekends

*Please see the Partner Agency List for further information. This list is maintained by CCC and is available upon request.

July 21, 2016

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval to enter into a Housing Assistance Payment Contract with Town Center Greens Limited Partnership for 21 Project Based Vouchers to Town Center Courtyards Apartments

Purpose/Outcomes	Defines Payment Requirements for Project Based Rental Assistance for 21 units at Town Center Courtyards Apartments located at 11475 SE 85th, Happy Valley, OR 97086
Dollar Amount and Fiscal Impact	\$287,028 per year for a total contract duration total of \$4,305,420.
Funding Source	U.S. Department of Housing and Urban Development. No General Funds used.
Duration	August 1, 2016 - July 31, 2031 (15 years)
Previous Board Action	The Housing Authority of Clackamas County Board of Commissioners approved the award of 21 Project Based Vouchers on 12/18/2014 through Resolution #1908
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Contact Person	Chuck Robbins - Executive Director, Housing Authority 503-650-5666
Contract No.	7885

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the of Health, Housing and Human Services Department , requests approval to enter into HAP Contract with Town Center Green Limited Partnership to complete the award of 21 Project Based Vouchers (PBVs) for Town Center Courtyards property located at 11475 SE 85th, Happy Valley, OR 97086.

Central City Concern (CCC) responded to an RFP with a project proposal to build 60 units of a mix of one, two and three-bedroom units that will be affordable to households below 60% of the area median income. The apartments are designated for homeless families recovering from alcohol or drug addiction. Wrap around services are provided on and off site to these families to maintain stabilization and obtain self-sufficiency. The property is located close to Clackamas Town Center, transit lines and other services. The Board approved the award of 21 PBV units to CCC Town Center Courtyard on December 18, 2014. HACC is now prepared to enter into a Housing Assistance Payment (HAP) contract with CCC for the PBVs at Town Center Courtyard.

RECOMMENDATION:

Staff recommends the Board approval to enter into a HAP Contract with CCC effective August 1, 2016. Additionally staff recommend the Board authorizes Richard Swift, H3S Director to sign on behalf of the Housing Authority of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

**U.S. Department Of Housing and Urban Development
Office of Public and Indian Housing**

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT
NEW CONSTRUCTION OR REHABILITATION**

PART 1 OF HAP CONTRACT

This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

Housing Authority of Clackamas County (PHA) and

Town Center Greens Limited Partnership (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2 and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND THE NUMBER AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.) If this is a multi-stage project, this exhibit must include a description of the units in each completed phase.

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EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Single-Stage and Multi-Stage Contracts (Check the applicable box.)

1. **Single-Stage Project**

This is a single-stage project.

For all contract units, the effective date of the HAP contract is:

August 1, 2016.

The PHA enters the effective date, and executes the HAP contract, after completion and PHA acceptance of all units in the single stage project.

2. **Multi-Stage Project**

This is a multi-stage project. The units in each completed stage are designated in Exhibit A.

The PHA enters the effective date for each stage after completion and PHA acceptance of all units in that stage. The PHA enters the effective date for each stage in the "Execution of HAP contract for contract units completed in stages" (starting on page 8).

The annual anniversary date of the HAP contract for all contract units in this multi-stage project is the anniversary of the effective date of the HAP contract for the contract units included in the first stage. The expiration date of the HAP contract for all of the contract units completed in stages must be concurrent with the end of the HAP contract term for the units included in the first stage. (See 24 CFR 983.206(c).)

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e. Term of the HAP contract

1. Beginning of Term

The PHA may not enter into a HAP contract for any contract unit until the PHA has determined that the unit complies with the housing quality standards. The term of the HAP contract for any unit begins on the effective date of the HAP contract.

2. Length of initial term

a. Subject to paragraph 2.b, the initial term of the HAP contract for any contract units is: August 1, 2016 - July 31, 2031.

b. The initial term of the HAP contract for any unit may not be less than one year, nor more than fifteen years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements.

A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.

b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

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f. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. Vacancy payment

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH f.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.

- a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.
- b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant’s security deposit). Any vacancy payment may only cover the period the unit remains vacant.
- c. The PHA may only make vacancy payments to the owner if:
 - 1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner’s knowledge and belief);
 - 2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
 - 3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and

4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.
- d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.
- e. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
- f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph f (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

g. Income-mixing requirement

1. Except as provided in paragraphs g.2 and 3, the PHA will not make housing assistance payments under the HAP contract for more than 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term “project” means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph g.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 percent limitation under paragraph g.1, the PHA shall give preference to elderly or disabled families, or to families receiving supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.
4. The PHA and owner must comply with all HUD requirements regarding income mixing.

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5. The following specifies the number of contract units (if any):
- a. Designated for occupancy by disabled families;
 - b. Designated for occupancy by elderly families;
 - c. Designated for occupancy by elderly or disabled families; or
 - d. Designated for occupancy by families receiving supportive services.

Check this box if any contract units are designated for disabled families.

The following number of contract units shall be rented to disabled families: 21.

Check this box if any contract units are designated for elderly families.

The following number of contract units shall be rented to elderly families:
_____.

Check this box if any contract units are designated for elderly or disabled families.

The following number of contract units shall be rented to elderly or disabled families:
_____.

Check this box if any contract units are designated for families receiving supportive services.

The following number of contract units shall be rented to families receiving supportive services: _____.

**Project-based Voucher Program
HAP Contract for New Construction or Rehabilitation**

EXECUTION OF HAP CONTRACT FOR SINGLE-STAGE PROJECT

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
Housing Authority of Clackamas County OR001
By: Signature of authorized representative
Chuck Robbins, Executive Director Name and official title (Print)
Date
OWNER Name of Owner (Print)
through its General Partner Central City Concern
By: Signature of authorized representative
Name and title (Print)
Date

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EXECUTION OF HAP CONTRACT FOR CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

(For multi-stage projects, at acceptance of each stage, the PHA and the owner sign the HAP contract execution for the completed stage.)

<p>STAGE NO. 1. The Contract is hereby executed for the contract units in this stage.</p> <p>STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>By<</p> <p>Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By<</p> <p>Signature of authorized representative</p>
<p>Name and title (Print) Date</p>

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<p>STAGE NO. 2. The Contract is hereby executed for the contract units in this stage.</p> <p>STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and title (Print) Date</p>
<p> </p>

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STAGE NO. 3. The Contract is hereby executed for the contract units in this stage.

STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:

PUBLIC HOUSING AGENCY (PHA)
Name of PHA (Print)

By<
Signature of authorized representative

Name and official title (Print)
Date

OWNER
Name of Owner (Print)

By<
Signature of authorized representative

Name and title (Print)
Date

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<p>STAGE NO. ____ The Contract is hereby executed for the contract units in this stage. STAGE EFFECTIVE DATE. The effective date of the Contract for this stage is:</p>
<p>PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)</p>
<p> </p>
<p>B{< Signature of authorized representative</p>
<p>Name and official title (Print) Date</p>
<p>OWNER Name of Owner (Print)</p>
<p> </p>
<p>By< Signature of authorized representative</p>
<p>Name and title (Print)</p>
<p>F cvg</p>

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Exhibit Attachment

Housing Assistance Payments Contract for Project-Based Assistance

Exhibit A: This contract covers the project called Town Center Courtyards. This project consists of 60 units, located at 11475 SE 85th, Happy Valley, Oregon 97086. 21 units are awarded Project Based Vouchers under this contract.

The following units are receiving housing assistance as described below under the Project Based Voucher Program through the Housing Authority of Clackamas County:

Unit	Bedrooms	Contract Rent	Utility Allowance	Gross Rent
106	2	1074	81	1155
107	2	1074	81	1155
108	2	1074	81	1155
109	2	1074	81	1155
114	2	1074	81	1155
115	2	1074	81	1155
121	3	1269	99	1368
202	3	1269	99	1368
206	2	1074	81	1155
207	2	1074	81	1155
208	2	1074	81	1155
209	2	1074	81	1155
213	3	1269	99	1368
221	3	1269	99	1368
302	3	1269	99	1368
306	2	1074	81	1155
307	2	1074	81	1155
308	2	1074	81	1155
309	2	1074	81	1155
313	3	1269	99	1368
321	3	1269	99	1368

As per the contract the Housing Authority of Clackamas County is opting to not make any vacancy loss payments.

Exhibit B: The units listed in the contract will be used to serve (target population participants with income at or below 40% MFI. Preference will be given to households at or under 30% MFI, homeless or at risk of institutionalization and disabled.

Owner will provide standard maintenance to the property

Exhibit C: Owner will pay for water, sewer and garbage. Owner will provide a range and refrigerator in each unit. Tenant will pay for all electricity.

Exhibit D: Town Center Courtyards is a 60 unit apartment building that provides affordable apartments and supportive services to very low-income, homeless families. Town Center Courtyards is an alcohol and drug-free environment that provides safe and supportive housing to help residents stabilize and redirect their lives toward self-sufficiency, physical and economic well-being. The PBV's will be made available to this general population.

Town Center Courtyards was constructed in 2016 and is in compliance with Section 504. For new construction Section 504 requires that 5% of the units must be accessible to individuals with mobility impairments and 2% must be accessible to individuals with sensory impairments. At Town Center Courtyards 3 units are fully ADA accessible, including bathrooms. These units are units 117, 113, 111. There are 4 ADA parking spaces in the lot.



July 21, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Discussion on Fuel Tax Measure Proposed for November Ballot

Purpose/Outcomes	Opportunity for public comment on the proposed 6-cent-per-gallon countywide fuel tax measure proposed for the November 2016 ballot.
Dollar Amount and Fiscal Impact	Proposed fuel tax would raise approximately \$9 million per year for seven years. Sixty percent of revenue would be used by the county for road maintenance; 40 percent of the revenue would be distributed to participating cities to use on their own transportation projects.
Funding Source	Fuel tax
Duration	Election is set for Nov. 8, 2016.
Previous Board Action	The Board approved putting the fuel tax on the November 2016 ballot at a policy session on July 12, and discussed and approved further details at a policy session on July 19. The need for an ongoing source of funds for road maintenance has been discussed by the Board for several years.
Strategic Plan Alignment	This effort supports the following strategic priorities: <ul style="list-style-type: none"> • Build public trust through good government • Grow a vibrant economy • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Barbara Cartmill, Director, Transportation & Development – 503-742-4326

BACKGROUND:

On May 17, 2016, more than 68% of Clackamas County voters answered “yes” to the following advisory ballot question: *Shall the county pursue voter-approved funding for a limited number of years, for deferred road maintenance?*

After discussions with cities, community and business representatives, on July 12 the Board of Commissioners approved placing a 6-cents-per-gallon countywide fuel tax measure on the Nov. 8 ballot. The proposed fuel tax would last for seven years and raise an estimated \$9 million per year.

Though not required by state law, the county would distribute 40 percent of the revenue to participating cities, based on population (Attachment A). To participate, cities have been asked to take the following actions by Sept. 1: pass a resolution in support of the measure, and approve an intergovernmental agreement with the county.

The county would use its portion of the revenue for specific paving projects and safety improvements (Attachment B).



M. BARBARA CARTMILL
DIRECTOR

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

RECOMMENDATION:
N/A

Respectfully submitted,

Barbara Cartmill, Director
Transportation & Development

Proposed 7-Year Countywide Gas Tax Program
Preliminary Revenue Estimates
(6¢ / gallon Countywide Gas Tax)

Estimated revenue of 1¢ = \$1.5 M / annually is a best estimate using assumptions for a 6¢ countywide gasoline tax (no diesel included). Assumptions have been reviewed and confirmed by three entities -- Clackamas County, EcoNW and ODOT.

Estimated Annual 6¢ Gas Tax Revenue (100% = County + City Revenues)	\$ 9,000,000
Estimated Annual County Distribution (60% of Total Revenues)	\$ 5,400,000
Estimated Annual City Distribution (40% of Total Revenues)	\$ 3,600,000
Estimated 7-Year Program Revenue (100% = County + City Revenues)	\$ 63,000,000
Estimated 7-Year Program County Distribution (60% of Total Revenues)	\$ 37,800,000
Estimated 7-Year Program City Distribution (40% of Total Revenues)	\$ 25,200,000

Jurisdiction	Population	Estimated Annual Distribution	Estimated 7-Year Program Distribution
Clackamas County	176,259	\$ 5,400,000	\$ 37,800,000
Barlow	135	\$ 2,375	\$ 16,624.25
Canby	16,010	\$ 281,645	\$ 1,971,513
Damascus * *	-	\$ -	\$ -
Estacada	2,935	\$ 51,632	\$ 361,423
Gladstone	11,495	\$ 202,218	\$ 1,415,524
Happy Valley	16,480	\$ 289,913	\$ 2,029,390
Johnson City	565	\$ 9,939	\$ 69,576
Lake Oswego *	34,538	\$ 607,592	\$ 4,253,145
Milwaukie	20,485	\$ 360,368	\$ 2,522,576
Molalla	8,820	\$ 155,160	\$ 1,086,117
Oregon City	33,760	\$ 593,899	\$ 4,157,293
Portland *	760	\$ 13,363	\$ 93,540
Rivergrove *	451	\$ 7,931	\$ 55,518
Sandy	10,170	\$ 178,909	\$ 1,252,360
Tualatin *	2,903	\$ 51,075	\$ 357,523
West Linn	25,540	\$ 449,294	\$ 3,145,061
Wilsonville *	19,594	\$ 344,688	\$ 2,412,818
ESTIMATED DISTRIBUTION TOTALS	380,900	\$ 9,000,000	\$ 63,000,000

Population estimates are based on Portland State University (PSU) Population for Oregon and its Counties and Incorporated Cities and Towns: July 1, 2014. Prepared by Population Research Center - College of Urban and Public Affairs.

* A portion of this city is outside Clackamas County; population represents the population PSU estimates within Clackamas County jurisdiction.

** Damascus has been removed from the City distribution formula to reflect results of May 2016 election and pending disincorporation of the City.

County Projects to be Funded by Proposed 6-cent-per-gallon, 7-Year Gas Tax

Proposed Safety Improvements: Signs (\$3.7 million)

Curve and Intersection Warning Signs: Installed primarily on rural roads to better guide users around curves and give them advance notice of intersections. This signing effort is part of our local and national efforts to reduce fatal and serious injury crashes. All our roads meet current standards, but new signs will help make the roads safer and in compliance with new national sign standards effective in 2019.

Paving Packages* (\$32.3 million)

(All roads will be paved with asphalt.)

Package A: Beavercreek

ROAD NAME	FROM	TO	MILES	COST
Beavercreek Rd	Hwy 211	Henrici Rd	13.3	\$4,722,300
TOTAL			13.3	\$4,722,300

Package B: Highland

Carus Rd	Lower Highland	Beavercreek Rd	1.7	\$186,210
Ferguson Rd	Beavercreek Rd	ECM**	2.4	\$298,080
Lower Highland Rd	Beavercreek Rd	Upper Highland	5.8	\$1,508,040
Upper Highland	Hwy 211	Beavercreek Rd	8.2	\$2,153,610
TOTAL			18.0	\$4,145,940

Package C: Oatfield

Aldercrest Rd	Oatfield Rd	Thiessen Rd	1.9	\$646,816
Concord Rd	River Rd	La Bonita Rd	1.2	\$444,048
Hill Rd	Oatfield Rd	Thiessen Rd	1.2	\$537,544
Oak Grove Blvd	Oatfield Rd	Rupert Rd	0.6	\$308,676
Oak Grove Blvd	Rupert Rd	ECM**	0.7	\$418,528
Oatfield Rd	Bridge	Gladstone/ECM*	3.4	\$2,075,750
Roethe Rd	River Rd	Oatfield Rd	0.9	\$390,688
View Acres Rd	Hill Rd	Oatfield Rd	0.6	\$71,100
TOTAL			10.5	\$4,893,150

Package D: Johnson Creek/South County

Johnson Creek Blvd	82nd Ave	Mult Co Line	1.9	\$1,104,750
Macksburg Rd	Hwy 211	Hwy 213	3.1	\$775,890
McCown Rd	Vaughn Rd	Macksburg Rd	1.0	\$123,480
Molalla Ave	Hwy 213	Sawtell Rd	2.6	\$1,027,064
Sprague Rd	Molalla Ave	Macksburg Rd	0.9	\$139,316
Vaughn Rd	Hwy 211	Molalla Ave	1.3	\$141,120
Wilsonville Rd	Yamhill Co Line	Willamette Wy	4.5	\$1,522,616
TOTAL			15.2	\$4,834,236

Package E: Canby/Estacada

Bremer Rd	Haines Rd	Central Point Rd	1.6	\$245,108
Coupland Rd	Divers Rd	Porter Rd	1.8	\$457,380
Coupland Rd	Currin Rd	Cemetery Rd	1.4	\$390,780
Currin Rd	Eagle Creek Rd	Snuffin Rd	3.0	\$396,000
Currin Rd	Snuffin Rd	Coupland Rd	1.4	\$196,740
Haines Rd	99E	Mulino Rd	1.3	\$352,440
Lawrence Rd	Coupland Rd	ECM**	1.0	\$122,400
Moss Hill Rd	Coupland Rd	Surface Rd	1.5	\$167,040
Mulino Rd	1st Ave	Hwy 213	6.7	\$1,756,350
Surface Rd	Hwy 224	Tumala Mtn Rd	1.2	\$151,560
Township Rd	Central Point Rd	Mulino Rd	1.6	\$418,320
TOTAL			22.4	\$4,654,118

Package F: Canby Marquam

Barnards Rd	Hwy 213	Barlow Rd	6.2	\$1,623,600
Canby Marquam Hwy	Hwy 211	99E	7.7	\$2,458,530
Gribble Rd	Bolland Rd	Dryland Rd	2.4	\$364,472
Harms Rd	Macksburg Rd	Kraxberger Rd	0.8	\$81,270
Kraxberger Rd	Canby Marquam	ECM**	1.8	\$195,660
Miller Rd	Barlow Rd	Meridian Rd	1.5	\$205,320
TOTAL			20.3	\$4,928,852

Package G: 122nd/Boring

122nd Ave	Sunnyside Rd	Hubbard Rd	1.0	\$362,500
132nd Ave	Sunnyside Rd	Hubbard Rd	0.9	\$294,000
142nd Ave	Hwy 212	Sunnyside Rd	1.0	\$416,625
152nd Ave	Sunnyside Rd	Hwy 212	1.1	\$401,875
312th Dr	Hwy 26	Kelso Rd	0.8	\$161,550
Church Rd	Richey Rd	312th Dr	1.7	\$218,250
Hubbard Rd	122nd Ave	Hwy 212	0.9	\$263,000
Kelso Rd	Richey Rd	Hwy 26	2.8	\$1,164,240
Richey Rd	Kelso Rd	Hwy 212	0.8	\$124,740
Tickle Creek Rd	Hwy 211	Kelso Rd	4.6	\$696,696
TOTAL			15.5	\$4,103,476

PAVING TOTAL

115.3

\$32,282,072

**Exact numbers subject to change as numbers are refined.*

***ECM: end of county maintenance*

July 21, 2016

Board of Commissioners
Clackamas County

Approval of a Subrecipient Agreement Amendment (16-025 A. 1) with Todos Juntos for Youth Drug and Alcohol prevention – Canby, Sandy, Estacada, Molalla

Purpose/Outcomes	Provide drug and alcohol prevention services to 160 youth with risk factors such as poor school performance, truancy, alcohol and drug use, and negative peer association. By June 30, 2017 80% of youth who have completed programs will increase bonding to school and community and increase knowledge of the effects of drug and alcohol use.
Dollar Amount and Fiscal Impact	This amendment adds \$48,000 for a new contract total of \$74,350. No fiscal impact to the county.
Funding Source	Federal Funds: CFDA Number 93.959 Substance Abuse Prevention and Treatment Block Grant No County General Funds are involved
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	Board Order #091715-A1
Strategic Plan Alignment	Improved community safety and health Ensure safe, healthy and secure communities
Contact Person	Rodney Cook (503) 650-5677
Contract No.	7567

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to subrecipient agreement 16-025 with Todos Juntos. This amendment will continue the following services at select Clackamas County sites: drug and alcohol prevention for youth, early intervention and referral, provision of mental health assessments, support, peer mentoring, guided support/asset-building groups and universal prevention curricula.

This amendment will add \$48,000 for a new contract total of \$74,350. No County General funds are involved in this agreement. Amendment becomes effective as of July 1, 2016 and terminates June 30, 2017. Amendment has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

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

HHHS Contract Number:	Board Order Number:
Division: CYF/HHHS	16-025 Amendment No. 1
Contractor: Todos Juntos	Amendment Requested By: CYF
Changes: (X) Scope of Service (X) Contract Time	(X) Contract Budget () Other:

Justification for Amendment: Amendment aligns the provider contract with the biennial funding cycle that the county receives while continuing to fund drug and alcohol prevention services offered at PreventNet sites at Baker Prairie Middle School/Canby, Cedar Ridge Middle School/Sandy, Estacada Middle School/Estacada, and Molalla River Middle School/Molalla (subrecipient agreement number 16-025).

Amend:

AGREEMENT

1. **Term and Effective Date:** Pursuant to the terms of the grant award, this Agreement shall be effective as of January 1, 2016 and shall expire on June 30, 2016, unless sooner terminated or extended pursuant to the terms hereof.

To Read:

AGREEMENT

1. **Term and Effective Date:** Pursuant to the terms of the grant award, this Agreement shall be effective as of January 1, 2016 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.

Amend:

AGREEMENT

4. **Grant Funds.** The COUNTY's primary funding for this Agreement is the **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.959)** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, amount the County will pay on this award is **\$26,350**. This total is comprised of Federal funding (CFDA 93.959) in the amount of **\$24,000** and an additional **\$2,350** in non-Federal funding derived from contributions to CYF for Prevention Programs. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

To Read:

AGREEMENT

4. **Grant Funds.** The COUNTY's primary funding for this Agreement is the **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.959)** issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, amount the County will pay on this award is **\$74,350**. This total is comprised of Federal funding (CFDA 93.959) in the amounts of **\$24,000** (15-16 contract year) and **\$48,000** (16-17 contract year) and an additional **\$2,820** from non-Federal contributions to CYF for Prevention Programs. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

Amend:

EXHIBIT A – Subrecipient Statement of Program Objectives

SUBRECIPIENT will provide drug and alcohol prevention services for this contract at four schools – Baker Prairie Middle School/Canby, Cedar Ridge Middle School/Sandy, Estacada Middle School/Estacada, and Molalla River Middle School/Molalla. The array of services for youth and their families at the sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, peer mentoring, guided support/asset-building groups, cultural specific positive youth development, universal prevention curricula, and structured, asset-building extracurricular activities.

To Read:

EXHIBIT A – Subrecipient Statement of Program Objectives

SUBRECIPIENT will provide drug and alcohol prevention services for this contract at four schools – Baker Prairie Middle School/Canby, Cedar Ridge Middle School/Sandy, Estacada Middle School/Estacada, and Molalla River Middle School/Molalla. The array of services for youth and their families at the sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, peer mentoring, guided support/asset-building groups, universal prevention curricula, and structured, asset-building extracurricular activities and serve 120 youth for fiscal year 15-16 and 280 youth and a minimum of at least one Prevention Event at each site for fiscal year 16-17.

Add:

EXHIBIT B.1 – 16-17 Program Budget

Exhibit B.1 (16-17 Program Budget)

Note: All expenditures must have adequate supporting documentation and comply with 2 CFR 200 Subpart E (Cost Principles).

Subrecipient: Todos Juntos	Grant Number: 16-025 A1
Address: PO Box 645	Report Period: 7/1/15-6/30/16
Canby, OR 97013	Contract #: 147783
Contact Person: Eric Johnston	Federal Award #: 135001-15
Phone Number: 503-544-1513	CFDA(s): 93.959
E-mail: ejtodosjuntos@comcast.net	

Budget Category	Budget
Molalla Support Staff @ .25FTE	\$ 10,224.00
Molalla Fringe @ .115%	\$ 1,176.00
Sandy Support Staff @ .25 FTE	\$ 10,224.00
Sandy Fringe @.115%	\$ 1,176.00
Estacada Support Staff @ .25 FTE	\$ 10,224.00
Estacada Fringe @.115%	\$ 1,176.00
Canby Support Staff @.25 FTE	\$ 10,224.00
Canby Fringe @ .115%	\$ 1,176.00
Project Oversight @ 0.03FTE	\$ 2,152.46
Project Oversight Fringe @ .115%	\$ 247.54
Total 16-17 Grant Funds	\$ 48,000.00

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Agency/Subrecipient

Todos Juntos
PO Box 645
Canby, OR 97013



Eric Johnston, Executive Director
Todos Juntos

7/5/16

Date

Approved to Form:



County Counsel

6/30/16

Date

CLACKAMAS COUNTY

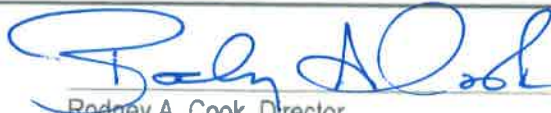
Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith

Signing on Behalf of the Board:



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

Date



Rodney A. Cook, Director
Children, Youth & Families Division

7/6/16

Date

Recording Secretary

Date

July 21, 2016

Board of Commissioners
Clackamas County

Approval of an Amendment to the Subrecipient Agreement with
Todos Juntos, Inc. for PreventNet Community Schools (16-014) – Rural and Molalla

Purpose/Outcomes	PreventNet Community Schools provide in-school services to improve academic outcomes for at-risk/high-risk youth
Dollar Amount and Fiscal Impact	This amendment adds \$221,500 for a new contract total of \$429,500 Federal Funds: CFDA #93.667 No County General Funds are involved
Funding Source	Oregon Department of Education Youth Development Division
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	080615-A5
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook x 5677
Contract No.	7321

BACKGROUND: BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an amendment to the Subrecipient Agreement with Todos Juntos Inc. to continue services at PreventNet Community Schools Rural sites (Baker Prairie, Cedar Ridge, Estacada Junior High), and Molalla River Middle School. Services to be provided under this award include resources and support to improve academic achievement. A minimum of 230 youth will be served in FY 16/17.

Services are funded with Title XX Federal Funds, CFDA Number 93.667, granted through Oregon Department of Education Youth Development Division. This award is effective as of July 1, 2015 and terminates on June 30, 2017. The amendment adds \$221,500 for a maximum value of \$429,500. This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

July 21, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Subrecipient Agreement with Northwest Family Services for Youth Drug and Alcohol prevention - Oregon City, Gladstone, and Milwaukie

Purpose/Outcomes	Drug and alcohol prevention services will be provided to 260 youth with risk factors such as poor school performance, truancy, alcohol and drug use, and negative peer association. By June 30, 2017 80% of students will report Increase in pro-social behavior, school connection and connecting with a caring adult.
Dollar Amount and Fiscal Impact	Amendment to add \$72,000 for a new total of \$110,820. No fiscal impact to the county.
Funding Source	US Department of Health and Human Services No County General Funds are involved
Duration	Effective July 1, 2016 through June 30, 2017
Previous Board Action	Board Order #021116-A4
Strategic Plan Alignment	Improved community safety and health Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	#7558

BACKGROUND: BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Amendment to the Subrecipient Agreement with Northwest Family Services for Drug and Alcohol prevention services for youth, connecting CORE youth and their families to appropriate community resources and providing mentoring for elementary students in Milwaukie.

No County General funds are involved in this amendment. It becomes effective July 1, 2016 and terminates June 30, 2017. This contract has been reviewed and approved by County Counsel. Adds \$72,000 for a maximum value of \$110,820.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

HHHS Contract Number: 7558

Board Order Number: 021116-A4

Division: CYF/HHHS

16-026 Amendment No. 1

Contractor: Northwest Family Services

Amendment Requested By: CYF

Changes: Scope of Service
 Contract Time

Contract Budget
 Other:

Justification for Amendment: Amendment aligns the provider contract with the biennial funding cycle that the county receives while continuing to fund drug and alcohol prevention services offered at PreventNet sites in Milwaukie, Gladstone, and Oregon City through June 30, 2017 (subrecipient agreement number 16-026).

Amend:

AGREEMENT

1. Term and Effective Date. Pursuant to the terms of the grant award, this Agreement shall be effective as of January 1, 2016 and shall expire on June 30, 2016, unless sooner terminated or extended pursuant to the terms hereof.

To Read:

AGREEMENT

1. Term and Effective Date. Pursuant to the terms of the grant award, this Agreement shall be effective as of January 1, 2016 and shall expire on June 30, 2017, unless sooner terminated or extended pursuant to the terms hereof.

Amend:

AGREEMENT

4. Grant Funds. The COUNTY's funding for this Agreement is the Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.959) issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, amount the County will pay is \$38,820. This total is comprised of Federal funding (CFDA 93.959) in the amount of \$36,000 and an additional \$2,820 from non-Federal contributions to CYF for Prevention Programs. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Subrecipient Performance Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment.

To Read:

AGREEMENT

4. Grant Funds. The COUNTY's funding for this Agreement is the Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.959) issued to the COUNTY by the U.S. Department of Health and Human Services. The maximum, not to exceed, amount the County will pay is \$110,820. This total is comprised of Federal funding (CFDA 93.959) in the amount of \$36,000 and an additional \$2,820 from non-Federal contributions to CYF for Prevention Programs (15-16 contract year) and \$72,000 of Federal funding (CFDA 93.959 for 16-17 contract year). This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Subrecipient Performance Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment.

Add:

AGREEMENT

9.
 - u) **Special Conditions.** SUBRECIPIENT will provide updated financial policies and procedures addressing issues raised in COUNTY letter dated 7/12/16, and will provide an itemized general ledger for the period 9/1/16-9/30/16, including backup (receipts, timesheets) to accompany their request for reimbursement for the same period by October 15, 2016.

Amend:

EXHIBIT A – Subrecipient statement of Program Objectives

SUBRECIPIENT will provide services for this contract at six schools – Gardiner MS in Oregon City, Kraxberger MS in Gladstone, Rowe and Alder Creek MS in Milwaukie, Rex Putnam and Milwaukie HS in Milwaukie. The array of services for youth and their families at the sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with class work, peer mentoring, intervention groups for at-risk, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities. Drug and alcohol prevention activities will be provided to 130 youth and the intervention groups for at risk youth will serve 20 youth.

To Read:

EXHIBIT A – Subrecipient statement of Program Objectives

SUBRECIPIENT will provide services for this contract at six schools – Gardiner MS in Oregon City, Kraxberger MS in Gladstone, Rowe and Alder Creek MS in Milwaukie, Rex Putnam and Milwaukie HS in Milwaukie. The array of services for youth and their families at the sites are tailored to fit the needs of the population(s) at risk, and the school in general. These services include combinations of mentoring, care coordination and referral, alcohol and drug prevention/early intervention and referral, mental health assessment, support and referral, homework assistance aligned with class work, peer mentoring, intervention groups for at-risk, family engagement activities, universal prevention curricula, and structured, asset-building extracurricular activities. Drug and alcohol prevention activities will be provided to 130 youth (15-16 program year) and 130 youth (16-17 program year) and the intervention groups for at risk youth will serve 20 youth (15-16 program year) and 20 youth (16-17 program year).

Add:

Exhibit B.1 – 16-17 Program Budget

Exhibit B.1 (16-17 Program Budget)

Note: All expenditures must have adequate supporting documentation.

Subrecipient Northwest Family Services	Grant Number: 16-026 A1
Address: 6200 SE King Rd. Portland, OR 97222	Report Period: 7/1/16-6/30/17
Contact Person: Rose Fuller	Contract #: 147783
Phone Number: (503) 546-6377	Federal Award #: 135001-15
E-mail: rfuller@nwfs.org	CFDA(s): 93.959

Budget Category	Budget
Personnel	
Prevention Specialist (1.0 FTE)	\$ 34,000.00
Prevention Specialist (.40 FTE@ \$36,000)	\$ 14,400.00
Supervision (.08@\$55,000)	\$ 4,400.00
Fringe (.23)	\$ 12,144.00
Administration	
Bookkeeping/payroll/fringe	\$ 2,242.00
Program	
Supplies (\$75 x 12 mos)	\$ 900.00
Phone	\$ 600.00
Insurance(s)	\$ 200.00
Equitable Share of Single Audit	\$ 300.00
Conferences & Training	\$ 1,000.00
Mileage (200 mi x .54 x 12 mos x 1.4 FTE)	\$ 1,814.00
	\$ -
Total Grant Funds Requested	\$ 72,000.00

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

In Witness Hereof, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

Agency/SUBRECIPIENT

Northwest Family Services
Organization Name

6200 SE King Rd.
Address

Portland, OR 97222
City, State, Postal Code

Rose Fuller
Signature

Executive Director
Title

7/7/16
Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

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

Date

Approved to Form

[Signature]
County Counsel

7/6/16
Date

Rodney A. Cook, Director
Children, Youth & Families Division

[Signature] For RC
Date

Recording Secretary

Date

July 21, 2016

Board of Commissioners
Clackamas County

Approval of an Intergovernmental Agreement
with Clackamas Education Service District for Focused Child Care Networks

Purpose/Outcomes	Focused Child Care Network programming will identify child care providers in Clackamas County serving low income and/or Latino families and provide training and technical assistance to improve the quality of programs and increase Quality Improvement Ratings.
Dollar Amount and Fiscal Impact	\$81,444 No fiscal impact to the County
Funding Source	ODE Early Learning Division State General Funds
Duration	July 1, 2016 through June 30, 2017
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	7876

BACKGROUND:

The Children, Youth & Family Division (CYF), of the Health, Housing & Human Services Department request approval of the Intergovernmental Program Performance Agreement with Clackamas Education Service District. This agreement will fund the Early Learning Council-Clackamas County Focused Child Care Network program.

The purpose of Focused Child Care Networks is to identify child care providers/programs within Clackamas County and provide them with training and technical assistance to increase the quality of child care and achieve a state Early Learning Division Quality Improvement Rating. Identified programs primarily focus on a families with children that are low income and/or Latino.

There are no County general funds involved in this agreement and it has been reviewed and approved by County Counsel. It has a start date of July 1, 2016 and terminates June 30, 2017 and has a maximum value of \$81,444.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

Contract Number 7876

**CLACKAMAS COUNTY
INTERGOVERNMENTAL AGREEMENT**

This agreement is between Clackamas County, acting by and through its Health, Housing and Human Services Department, Children , Youth & Families Division, hereinafter called "COUNTY," and

Clackamas Education Service District

13455 SE 97th

Clackamas, Oregon 97015

Telephone: (503) 675-4024

Program Contact: Carol Middleton

E-mail address: cmiddleton@clackesd.k12.or.us
hereinafter referred to as "AGENCY."

Work to be performed under this Contract relates principally to the COUNTY

Children, Youth & Families Division (COUNTY)

150 Beaver Creek Road

Oregon City, Oregon 97045

Contract Administrator: Korene Mather or delegate

Telephone: 503-650-5683

E-mail address: korenemat@clackamas.us

I. Purpose

This agreement ("Agreement") is entered into between Clackamas County ("COUNTY") and **Clackamas Education Service District** ("AGENCY") for the cooperation of units of local government under the authority of ORS 190.010.

This Agreement provides the basis for a cooperative working relationship for the purpose of developing early childhood care and education training support network for Clackamas rural child care providers.

II. Scope of Work and Cooperation

- A. AGENCY agrees to coordinate and implement the strategies outlined in Exhibit: A –Part 1 Statement of Work, and Exhibit: D Work Plan/Quarterly Report, attached.

III. Compensation

- A. The COUNTY agrees to pay AGENCY an amount not to exceed **\$81,444** for the fiscal year starting **July 1, 2016 through June 30, 2017** for the services outlined in Section II.A.
- B. AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits A-Part 2, and D, attached hereto.
- C. AGENCY will not be paid for work performed prior to obtaining the necessary COUNTY approvals.
- D. All requests for payment are subject to the approval of the COUNTY and will be submitted to:

Korene Mather
Clackamas County-Children, Youth & Families Division
150 Beaver Creek Road
Oregon City, OR 97045
503-650-5683
korenemat@co.clackamas.or.us

IV. Liaison Responsibility

Carol Middleton will act as liaison from the AGENCY for this project. **Korene Mather** will act as liaison from the COUNTY.

V. Special Requirements

A. Compliance with Applicable Laws and Regulations

The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

B. Indemnity

The AGENCY agrees to indemnify, hold harmless and defend the COUNTY and State of Oregon, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the AGENCY or the AGENCY's employees or agents.

C. Insurance

During the term of this Agreement, AGENCY shall maintain in force at its own expense, the required insurance as provided for in Exhibit B - Insurance Requirements.

D. Record and Fiscal Control System

All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

E. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.

F. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

G. Conflict of Terms.

When a requirement is listed both in the main boilerplate of the Agreement and in an Exhibit, the Exhibit shall take precedence.

H. Special Federal Requirements

The AGENCY shall comply with Common rule that restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).

I. AGENCY shall not enter into any subagreements for any of the work scheduled under this Agreement without obtaining prior written approval from the COUNTY.

VI. Amendment

This Agreement may be amended pursuant to the procedures in Exhibit A, Part 3, Section 2.

VII. Term of Agreement

This Agreement becomes effective **July 1, 2016** and terminates **June 30, 2017**.

VIII. Termination

A. This Agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

B. Upon termination of this Agreement, any unexpended balances of Agreement funds shall remain with the COUNTY.

IX. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

X. Waiver


The COUNTY and AGENCY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

This Agreement consists of ten sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit A: Part 1 - Statement of Work
- Exhibit A: Part 2 - Payment and Financial Reporting
- Exhibit A: Part 3 - Special Terms and Conditions
- Exhibit B: Insurance Requirements
- Exhibit C: Budget and Reimbursement Request
- Exhibit D: Work Plan/Quarterly Report

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


By _____

Jada Rupley
Name (Typed) _____

Superintendent
Title _____

7.11.16
Date _____

13455 SE 97th
Street Address _____

Clackamas, Oregon 97015
City/Zip _____

503-675-4024
Phone Number _____

93-6000229
TIN, FIN or S.S.# _____

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing and Human Services

Date



Rodney A. Cook, Director
Children, Youth & Families Division

7/12/16
Date _____

Approved as to form:



County Counsel

7/11/16
Date _____

July 21, 2016

Board of Commissioners,
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with Compass Group USA, Inc.
d.b.a. Bateman Senior Meals for Food Service for Five Clackamas County
Older Americans Act Nutrition Program Meal Sites

Purpose/Outcomes	Agreement with Compass Group USA, Inc. d.b.a. Bateman to provide Food Service for five OAA funded meal sites in Clackamas County.
Dollar Amount and Fiscal Impact	The maximum agreement is \$344,500. Funded by Social Services Div. agreement with Oregon Dept of Human Services, State Unit on Aging.
Funding Source	Federal Older American Act (OAA) - no County General Funds are involved.
Safety Impact	None
Duration	Effective July 1, 2016 and terminates on June 30, 2017
Previous Board Action	
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	7680

BACKGROUND:

The Social Services Division of the Health, Housing & Human Services Department request the approval of an Agency Services Contract with Compass Group USA, Inc. This agreement provides funding for food services through Compass Group USA, Inc.; d.b.a. Bateman Community Living, to five Older Americans Act (OAA) funded senior nutrition program meal sites. The sites are located in Estacada, Gladstone, Oregon City, Molalla, and Sandy and provide meals for persons age 60 and over. These meals are served at the above Sites as either the noon meal served at the Senior Center or as Meals on Wheels® delivered by a volunteer. The goal of the program is to help residents meet their nutritional and social needs. This helps them to remain independent and involved in the community as long as possible.

In December 2013 Social Services advertised for a contractor to provide Older American Act funded food services in Clackamas County during Fiscal Year 2014-15, with an option to renew for four additional years. Compass Group USA, Inc.; d.b.a. Bateman was the only responder so an agreement with them was negotiated. This is the third agreement under that RFP process.

Total amount of the contract is \$344,500 for up to 93,000 meals. This contract is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. The contract begins July 1, 2016 and continues through June 30, 2017.

Recommendation

We recommend the approval of this contract and that Richard Swift, H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

CONTRACT FOR SERVICES

between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION
AREA AGENCY ON AGING

And

COMPASS GROUP USA, Inc., dba

BATEMAN COMMUNITY LIVING

Fiscal Year 2016-17

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AGENCY SERVICE CONTRACT

This contract is between Clackamas County acting by and through the Health, Housing, & Human Services department, Social Services Division, hereinafter called "COUNTY," and Compass Group USA, Inc., dba Bateman Senior Meals, hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

Food Service - produce and bulk deliver meals to Five (5) Senior Nutrition Program meal sites in Clackamas County (Estacada, Gladstone, Molalla, Oregon City, and Sandy). Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal ordered and delivered from the central kitchen.

Scope of Work, Performance Standards and Guidelines for Service is Exhibit 1, attached hereto.

B. Services required under the terms of this agreement shall commence July 1, 2016. This agreement shall terminate June 30, 2017. This contract is the result of the formal proposal process conducted January 2014. This is the third renewal agreement under this process.

II. COMPENSATION AND RECORDS

A. Compensation. County shall compensate the Agency for satisfactorily performing the services identified in Section I on a fixed unit rate reimbursement basis, as described in Exhibit 3, "Budget and Units of Service," attached hereto. The maximum net compensation is \$344,500.

B. Method of Payment. To receive payment, the Agency shall submit monthly billings and accompanying back-up reports by the 10th business day of the month following the billing period, as described in Exhibit 2. The billings and back-up reports will be on forms provided or approved by County. The billings are for:

1. Number of meals ordered by and delivered from kitchen to each of the sites.
2. Consumables or other supplies that meal sites purchase from Agency will be paid for by individual sites.
3. Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the Agency fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the County shall immediately withhold payments hereunder. Such

withholding of payment for causes may continue until the Agency submits required reports, performs required services, or establishes the County's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of the Agency

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.
- D. Access to Records. The County, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Agency which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the Agency were in excess of the amount to which the Agency was entitled, then the Agency shall repay the amount of the excess to the County.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The Agency shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements: Older Americans Act of 1965, as amended in 2006. Common rule restricts lobbying (Volume 56, NO38 of Fed. Register, Feb. 1990).
- C. Agency shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the County. Agency shall submit copies of final subcontracts to County for approval before disbursing any County funds to subcontractors to provide services under this contract.

Agency may only assign this contract to a parent or affiliated company without prior written approval of County (which shall be attached to the original contract) and subject to such conditions and provisions as County may deem necessary. No such approval by County of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County in addition to the total agreed upon price.

- D. Agency certifies that it is an independent contractor and not an employee or agent of the County, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the Agency.

- E. Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the negligent acts or omissions of the AGENCY or the AGENCY's employees.

- B. Insurance.

- 1. Commercial General Liability

Required by COUNTY Not required by COUNTY

Agency shall obtain, at Agency's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for the protection of the County, its officers, commissioners and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The County, at its option, may require a complete copy of the above policy.

2. Commercial Automobile Liability

Required by COUNTY

Not required by COUNTY

Agency shall also obtain, at Agency's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000. The County, at its option, may require a complete copy of the above policy.

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

Such insurance shall provide sixty (60) day written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

4. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.
5. Insurance Carrier Rating. Coverages provided by the Agency must be underwritten by an insurance company deemed reasonably acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
6. Certificates of Insurance. As evidence of the insurance coverage required by this contract, the Agency shall furnish a Certificate of Insurance to Clackamas County. No contract shall be affected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.
7. Independent Contractor Status. The service or services to be rendered under this contract are those of an independent contractor. Agency is not an officer, employee or agent of the County as those terms are used in ORS 30.265.

8. Primary Coverage Clarification. Agency's coverage will be primary in the event of a loss that is the obligation of Agency's to indemnify pursuant to this Contract.
 9. Cross-Liability Clause. A cross-liability clause or separation of insured's condition will be included in all commercial general liability, professional liability, and errors and omissions policies required by this contract.
- C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by Agency and County.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by County, in programs content or scope of work as described in the contract or RFP for awarding of this contract.
 2. A change in any of the General or Special Provisions.
- D. Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing or delivered by certified mail or in person.

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

1. If County funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the Agency to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If Agency fails to provide services or reports as specified by the County in this contract.

5. If Agency fails to comply with any requirements in this contract.

Contract parties hereto shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, epidemic, strikes, disasters, hazardous weather conditions, public enemy, legal acts or public authorities, or delays or defaults caused by public carriers, which cannot reasonable be forecast or provided against.

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

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. Agency shall:

- (a) Make payments promptly, as due, to all persons supplying to Agency labor or materials for the prosecution of the work provided for in this contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from such Agency or subcontractor incurred in the performance of this agreement.
- (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If Agency fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Agency or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Agency by reason of this agreement.

3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for

all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as described in ORS 279A.055, employees shall be paid at least time and one-half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.

4. Agency shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention incident to sickness and injury to the employees of Agency, of all sums which Agency agrees to pay for the services and all moneys and sums that Agency collected or deducted from the wages of its employees under any law, contract or agreement for the purpose of providing or paying for the services.
 5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
 6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. Contract Personnel. Agency shall have, or secure, all personnel required in performing the work and services under this contract. Further, Agency specifically agrees that its agents or employees shall possess the experience, knowledge, and skills to qualify them individually for the particular duties they perform.
1. Agency shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation, salary classification plan, affirmative action and other related personnel practices. A copy of the policies and procedures shall be made available to County upon request.

2. Agency shall assure that safe and healthy working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and rules promulgated there under.
3. Agency's employees, volunteers or agents performing under this contract are not deemed to be employees of County in any manner whatsoever. Employees of Agency shall not be entitled to any other benefits except those provided by Agency. Agency is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
4. Agency shall maintain the following minimum standards with regard to wages and benefits for all employees:
 - a. All employees shall receive wages and benefits which are equal to the wages and benefits required by applicable state and federal laws.
 - b. Agency shall provide personnel administration based on merit principles and methods governing the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit and fitness, as determined by a valid, reliable, competitive process.

G. Participant Rights

1. Client Confidentiality. All information as to personal facts and circumstances about clients obtained by the Agency shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. The ADS, the Division, the Agency and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

2. Grievance. Agency shall comply with County Client Grievance Procedure as follows:

Any person with a complaint regarding services delivered under this contract shall report it to the meal site manager who will get full details. The meal site manager shall notify Agency and County of the nature of the complaint. Agency shall either take prompt, appropriate, corrective action or shall

promptly provide County with a factual explanation of the situation and potential solutions for resolution. County shall mediate all disputes as necessary and shall notify the complainant of the response or corrective action resolving the complaint.

3. **Discrimination Prohibited.** It shall be a policy of the Agency that it shall not discriminate in admission, accessibility, treatment or employment in its programs, activities and facilities on the basis of race, creed, color, sex, age, ancestry, national origin, religion or disability. Agency, and any party with which it enters into formal agreements, will comply with all requirements imposed by and pursuant to the regulations of Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973.

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

- I. Integration. This contract contains the entire agreement between the County and the Agency and supersedes all prior written or oral discussions or agreements. This contract consists of four sections plus the following attachments which by this reference are incorporated herein:

Exhibit 1 Scope of Work and Performance Standards and Guidelines
Exhibit 2 Reporting Requirements
Exhibit 3 Budget and Units of Service
Exhibit 4 AGENCY Information

V. SIGNATURES

AGENCY

Compass Group USA, Inc., dba
BATEMAN



By
Magi Brettler
Name

Regional Vice President - Bateman
Title

6/24/2016

Date

101 Pine Park Drive
Street Address

Lafayette, LA 70508
City/Zip

(337) 593-0433 (337) 593-0434
Phone Number Fax

56-1874931
Tax ID Number

61-170-1327
DUNS Number

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Richard Swift, Director
Health, Housing, & Human Services

Date

July 21, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #145025, Amendment #3, with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County

Purpose/Outcomes	Social Services-Money Management Program will continue to provide Money Management program services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	The total agreement is \$322,241. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2016 through June 30, 2017
Previous Board Action	022717-A3 Original Agreement Approved 062614-A4 Amendment #1 Approved, 021816-A6 Amendment #2 Approved
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6570

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request the approval of Amendment #3 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program Regional Coordination. This amendment is retroactive to July 1, 2016. The Money Management Program (MMP) is a protective service for seniors and disabled adults who need help managing their finances. MMP assists seniors and people with disabilities to manage their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. MMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. MMP clients are referred by their case managers to receive money management services.

This project continues to be provided by Clackamas County Social Services MMP which will utilize its current organizational payee structure to continue moving this expansion forward. This amendment provides funding to continue these efforts; opening the program to all who need money management assistant.

Social Services Division is the designated Regional Sponsor for Clackamas County as designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division. This amendment increases the maximum funding from \$217,241 to \$322,241 for the duration of the project. The original agreement and Amendment #2 were reviewed and approved by County Council. This amendment is effective as of July 1, 2016 and terminates on June 30, 2017.

RECOMMENDATION:

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

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services



Agreement Number 145025

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number 03 to Agreement Number 145025 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
Social Services Division
2051 Kaen Road
PO Box 2950
Oregon City OR 97045
Attn: Brenda Durbin
Voice: 503-655-8640
Email: brendadur@co.clackamas.or.us

hereinafter referred to as "County."

1. This amendment shall become effective on July 1, 2016 when this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The agreement is hereby amended as follows:
 - i. Section 1. "Effective Date and Duration" only, is deleted in its entirety and restated as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

1. Effective Date and Duration

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on February 28, 2014, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~June 30, 2016~~ **June 30, 2017**. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

- ii. Section 3, Consideration, subsection a, only is amended to increase the current maximum not-to-exceed amount of \$217,241.00 by \$105,000.00 for a new maximum not-to-exceed amount of \$322,241.00.
- iii. For the period beginning July 1, 2016 through Contract expiration Exhibit A, Part 1, Statement of Work is amended as described in the attached Attachment #1. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- iv. For the period beginning July 1, 2016 through Contract expiration Exhibit A, Part 2 Payment and Financial Reporting is amended as described in the attached Attachment #2. Language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

3. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
 - (1) The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - (2) To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - (4) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;

- (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.
- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

County: Clackamas County
By:

Authorized Signature	Title	Date
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State of Oregon, acting by and through its Department of Human Services
By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

<u>Exempt per OAR 137-045-0050(2)</u>	
Assistant Attorney General	Date

Program Office Review:

<u>Approved via email for signature routing by OCP</u>	June 22, 2016
Deborah White for Julie Jacobs	Date

Office of Contracts and Procurement Review:

Vincent Dunn, Contract Specialist	Date
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July 21, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Construction Contract with
GT Excavating, LLC for the ADA Ramps and Crosswalk Improvements Project

Purpose/ Outcome	The construction contract allow for the Housing and Community Development Division to work with GT Excavating, LLC to construct an estimated 18 ADA Ramps throughout low to moderate income neighborhoods as well as constructing a new crosswalk on S.E. Lake Road and S.E. 32 nd Avenue near the Milwaukie High School Baseball Fields. The crosswalk will have solar powered pedestrian crossing signals.
Dollar Amount and Fiscal Impact	Community Development Block Grant Funds in the amount of \$150,000 (77%). The City of Milwaukie will provide an estimated \$45,660.85 (23%) for the project. The total project cost is for \$195,660.85. No County General Funds will be used for this project.
Funding Source	U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds.
Duration	July to October 2016
Previous Board Action/ Review	CDBG Action Plan approved April 30, 2015
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and sure communities.
Contact Person	Steve Kelly – Housing and Community Development: 503-650-5665
Contract No.	H3S 7881

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this construction contract with GT Excavating, LLC for the ADA Ramps and Crosswalk Improvements Project. The contract determines the roles of Milwaukie and the County regarding contract administration, project management as well as project engineering during project construction while working with the general contractor. The Construction Contract was reviewed and approved by County Counsel on May 19, 2016.

RECOMMENDATION:

We recommend the approval of this contract and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director
Health, Housing Human Services

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR**

OWNER

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

GT Excavating, LLC
10333 Wiseacre Lane, NE
Aurora, OR 97002

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and GT Excavating, LLC (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2015, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work consists of: demolition of existing curbs and sidewalks, grading for new construction of an estimated 18 new ADA Ramps in designated intersections selected by the City of Milwaukie as well as a new pedestrian crosswalk located on the North side of Milwaukie High School at 25th Avenue and construct bulb-out extensions to calm traffic, provide new signage, new flash lighting to raise awareness of pedestrians.

ARTICLE 2: ENGINEER

The Project has been designed by City of Milwaukie who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by September 2016 with a contract completion date of October 2016.** The project is to commence per the date of the Notice To Proceed issued by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. The total timeframe for this work is **75 days** unless a time extension is approved by the ENGINEER and OWNER, via Change Order.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Engineer(s). Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be **One Hundred Ninety Five Thousand Six Hundred Sixty Dollars and Eighty Five Cents (\$195,660.85)** which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the performance of the work to be done under this contract, the CONTRACTOR shall use every

reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.50 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor

fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 and 00120.25 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

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

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

7.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32-61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the OWNER under this insurance.

This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention / deductible amount shall be submitted to the OWNER for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 13, inclusive).

8.2. Exhibits (Reserved - Not used at this time).

8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.

8.4. 2015 ODOT Specifications for Construction (cover, pages 1 to 136, inclusive).

8.5. Supplementary Conditions, including:

Special Conditions (pages 1 to 12, inclusive).

HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).

Federal Prevailing (Davis-Bacon) Wage Decision: **OR160001** Modification: **No. 4** Type:
Highway Date: **April 22, 2016** (pages 1 to 17 inclusive).

State of Oregon (BOLI) Wage Rates Decision: **January 1, 2016** (pages 1 to 34 inclusive).

State of Oregon Wage Rates Amendment (BOLI): **April 1, 2016** (page 1)

8.6.a. Specifications bearing the title “Technical Specifications” (pages 1 to 10, total count of **City of Milwaukie**).

8.6.b. Drawings provided by **City of Milwaukie** 11 X 17 (pages 1 to 23 inclusive).

8.7. County Signage (Reserved - Not used at this time)

8.8. Addenda Number: **1 & 2.**

8.9. CONTRACTOR's Bid Proposal: (pages 1, 2, 3, 4, 5, and 6, inclusive).

8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for

this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130 - Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 12: TAX LAWS

10.1. The CONTRACTOR shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work as described in Attachment A under this Contract. CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of CONTRACTOR'S warranty, in this Contract that CONTRACTOR has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle OWNER to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to CONTRACTOR, in an amount equal to OWNER'S setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OWNER shall be entitled to recover any and all damages suffered as the result of CONTRACTOR'S breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

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

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- b.** Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, to CONTRACTOR'S property, operations, receipts, or income, or to CONTRACTOR'S performance of or compensation for any work performed by CONTRACTOR;
- c.** Any tax provisions imposed by a political subdivision of this state that applied to CONTRACTOR, or to goods, services, or property, whether tangible or intangible, provided by CONTRACTOR; and
- d.** Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective upon the date on which it is signed by the OWNER.

CONTRACTOR

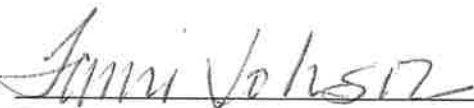
OWNER

GT Excavating, LLC

Clackamas County, Oregon

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

Signing on Behalf of the Board

By: 
Tami Johnson, Owner

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

6.24.16
Date Signed

Date Signed

20-8633477
Contractor's Federal Tax Identification No.
or Social Security No. (if individual)

175025
Oregon Commercial Contractor's Board No.

July 21, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) –
Planning Grant Agreement for planning activities associated with the CoC

Purpose/Outcomes	Renewal of a federal grant to planning support homeless programs and services in Clackamas County.
Dollar Amount and Fiscal Impact	Total CoC funds for this grant agreement is \$50,884. No County General Funds are involved.
Funding Source	The fund source is the HUD Continuum of Care Grant award from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
Duration	The term of this grant agreement is 1 year, beginning July 1, 2016 and ending June 30, 2017.
Previous Board Action/Review	The Board gave approval to apply for these funds on June 11, 2015.
Strategic Plan Alignment	Provide sustainable and affordable housing. Ensure safe, healthy and secure communities.
Contact Person	Abby Ahern, Housing & Community Development Division, 503-650-5663.
Contract No.	H3S 7835

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of a Continuum of Care (CoC) agreement with HUD for planning activities associated with the CoC. The CoC is a group of individuals and organizations with the common purpose of planning and implementing a housing and services system for people who are homeless. CoC members identify and advocate for the needs of people who are homeless and develop short and long term plans to mitigate homelessness in Clackamas County.

CoC planning activities include preparing, planning and designing the continuum’s annual application to HUD for homeless services, participating in the Consolidated Plan process, evaluating the outcomes of CoC projects and monitoring recipients of CoC funds for compliance with program requirements.

RECOMMENDATION:

Staff recommends Board approval of the CoC Planning Grant Agreement with HUD and authorization for Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Tax ID No.: 936002286

CoC Program Grant Number: OR0211L0E071500 (Planning FY2015)

Effective Date: June 24, 2016

DUNS No.: 096992656

CONTINUUM OF CARE PROGRAM
Grant Agreement

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Clackamas County (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;

2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the

Continuum of Care, including those required by the Rule;

11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

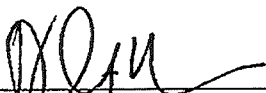
HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

BY:  _____
(Signature)

Doug Carlson, Director, Community Planning and Development
(Typed Name and Title)

June 24, 2016
(Date)

RECIPIENT

Clackamas County
(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)



Jeff Jorgensen
Manager

FACILITIES MANAGEMENT

CENTRAL UTILITY PLANT

1710 Red Soils Court, #200 \ Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Portland Real Estate Solutions LLC dba Portland Construction Solutions
for the Building Envelope Replacement at the Emergency Operations Center**

Purpose/Outcomes	Approval of the contract
Fiscal Impact	\$318,452.46
Funding Source	Budget Line: 420-0221-00-482300-76171 - \$450,000.00 Fiscal year 2013-2014, 2014-2015, 2015-2016 and 2016-2017
Duration	Contract signing through March 31, 2017
Strategic Plan Alignment	Replace the exterior siding at the Clackamas County Emergency Operations Center in a timely and efficient manner.
Previous Action	None
Contact Person	Richard Poet, Construction Coordinator (503) 789-0320

BACKGROUND:

The Clackamas County Emergency Operations Center was completed in 1986 and is clad with an exterior insulation and finishing system (EIFS). This system relies on a perfect seal at the exterior surfaces, and is susceptible to entrapment of moisture inside the system. Water can enter the system where seams and seals fail, where moisture migrates from inside the building and where punched openings (windows, doors, etc.) are present. Because of the low vapor permeability of the finish, water trapped behind the EIFS cannot dry out quickly toward the outside of the wall. Depending on the rest of the wall system design and installation, there may also be limited drying potential to the inside. Limited drying potential in combination with high leakage potential can lead to moisture buildup inside the wall, and eventually to mold growth and structural decay.

After 30 years of service most of the seams are now failing and evidence of moisture has been observed in several areas inside the building. Seams have been periodically inspected and caulked as a temporary measure to minimize further damage.

To address these issues, it has been determined that replacing the EIFS with fiber cement lap siding is the best possible solution with regard to cost, performance and longevity. This contract is to provide the labor and materials to substantially complete the project with ancillary tasks performed by Facilities Management Staff.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the contract with Portland Real Estate Solutions LLC dba Portland Construction Solutions for the Building Envelope Replacement at the Emergency Operations Center.

Sincerely,

Marc Gonzales
Finance Director

Placed on the board agenda of July 21, 2016 by the Procurement Division.



LANE MILLER
MANAGER

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

July 21, 2016

MEMORANDUM TO THE BOARD OF COUNTY COMMISSIONERS

Please place on the Board Agenda of **July 21, 2016** this contract with Portland Real Estate Solutions LLC dba Portland Construction Solutions for the **Building Envelope Replacement at the Emergency Operations Center** for Clackamas County Facilities Management. This project was requested by Richard Poet, Project Manager. Bids were requested for all the materials and manpower necessary to complete specified work on the above-mentioned project. This project was advertised in accordance with ORS and LCRB Rules. Sixteen bid packets were sent out with two bids received: Portland Real Estate Solutions - \$318,452.46; and Brockamp & Jaeger - \$589,555.00. After review, Portland Real Estate Solutions LLC dba Portland Construction Solutions was determined to be the lowest responsive and responsible bidder. The total contract amount is not to exceed \$318,452.46. All work is to be completed by December 31, 2016. This contract has been reviewed and approved by County Counsel. Funds for this project are covered under budget line 420-0221-00-482300-76171 for fiscal year 2016/2017.

Respectfully Submitted,

Kathryn M. Holder
Procurement Staff

**CONTRACT WITH PORTLAND REAL ESTATE SOLUTIONS LLC dba PORTLAND
CONSTRUCTION SOLUTIONS FOR THE BUILDING ENVELOPE REPLACEMENT
AT THE CLACKAMAS COUNTY EMERGENCY OPERATIONS CENTER**

THIS CONTRACT, made and entered into in triplicate by and between Clackamas County, a political subdivision of the State of Oregon hereinafter called "COUNTY" and **PORTLAND REAL ESTATE SOLUTIONS LLC dba PORTLAND CONSTRUCTION SOLUTIONS**, hereinafter called "CONTRACTOR", which parties do hereby agree as follows:

Section 1. Incorporation of Full Terms and Conditions: This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This Contract, or any modification of this Contract, will not be binding on either party except as written and signed by authorized agents of both parties.

Section 2. Contract Documents: The complete Contract consists of the following documents: the Invitation to Bid, the Instructions to Bidders, the accepted Bid Proposal and Schedule of Prices, the Subcontractor List, the Bid Bond, the Performance Bond and the Payment Bond, the Certificate of Insurance, the Prevailing Wage Rates, the Standard Specifications and Special Provisions, the Plans, Drawings and Exhibits, this agreement including Sections 1-33, and any and all addenda prepared by or at the direction of and adopted by the COUNTY and entitled **BUILDING ENVELOPE REPLACEMENT AT THE CLACKAMAS COUNTY EMERGENCY OPERATIONS CENTER**, and further identified by the signature of the parties to this Contract and all modifications thereof incorporated in the documents before their execution.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice-versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents.

Should any dispute arise respecting interpretation of the specifications during the performance of this Contract, such dispute shall be decided by the COUNTY and the decision shall be final and conclusive.

Section 3. Work to be Done: The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in good and workmanlike manner the project entitled **BUILDING ENVELOPE REPLACEMENT AT THE CLACKAMAS COUNTY EMERGENCY OPERATIONS CENTER** for the contract price of **\$318,452.46** in strict conformity with the Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and material shall be furnished and the work performed and completed in accordance with specifications, and subject to the inspection and approval of the COUNTY.

Section 4. Completion Time and Duration of Contract. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be completed by December 31, 2016**. The project is to commence within ten (10) calendar days after the date of Notice To

Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly. If said CONTRACTOR shall be delayed in said work by acts of God, or of the public enemy, fire, flood, epidemics, quarantine restrictions, strikes, labor disputes, freight embargoes, or neglect of said COUNTY, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or delay authorized by the COUNTY, then the time of completion shall be extended as outlined in Section 20 herein.

Section 5. Contract Payments: The COUNTY promises and agrees, upon the performance and fulfillment of the covenants aforesaid, to pay the CONTRACTOR for said work in the manner provided by law and in the specifications the prices fixed in the CONTRACTOR'S Bid Proposal for said work as set forth herein under the Schedule of Bid Prices. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent COUNTY contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice.

Section 6. Permits-Licenses-Safety: The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work as required by the COUNTY. In the performance of the work to be done under this Contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will unnecessarily endanger either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the COUNTY.

Section 7. Materials-Improvements: Title to materials, improvements and other property required of the CONTRACTOR by this Contract shall vest in and become the property of the COUNTY at the time such are tendered by the CONTRACTOR and accepted by the COUNTY. Only materials, improvements and property free and clear of all liens (including but not limited to workman's liens), claims and encumbrances shall be so furnished by the CONTRACTOR.

Section 8. Responsibility for Work: Prior to completion and final acceptance of work, the CONTRACTOR shall be responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

Section 9. Final Inspection: Except as otherwise provided in the Special Provisions of this Contract, the COUNTY shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the COUNTY by the CONTRACTOR that the work is completed. If the work is not acceptable to the COUNTY, the COUNTY shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before final acceptance by the COUNTY can be made.

Section 10. Materials from County Property: The CONTRACTOR shall not take, sell, use, remove or otherwise dispose of any sand, gravel, rock, earth, firewood, and/or other material obtained or produced from the project site, within the limits of rights-of-way, gravel pits, rock quarries or other property owned by or held by the COUNTY unless specially authorized by this Contract or by written consent of the COUNTY.

Section 11. Prosecution of the Work: Contractor shall not commence work under this Contract until the CONTRACTOR and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS 279C.830, all other bonding and insurance requirements have been met, and a Notice to Proceed has been issued.

Section 12. Emergency Conditions-Suspension of Activities: The COUNTY shall have the authority to suspend, wholly or in part, the activities of the CONTRACTOR and contractors and subcontractors of the CONTRACTOR under this Contract for such period or periods of time as the COUNTY may deem necessary when due to a fire or other hazard or emergency caused by any reason whatsoever.

OTHER PAYMENTS

Section 13. Payments, Contributions and Liens:

- (1) Under the provisions of ORS 279C.505 the CONTRACTOR shall:
 - a. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
 - b. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.
- (2) If the Contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.
- (3) Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the Contract. If a CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after

the date when payment was received from the public contracting agency or from the CONTRACTOR, provided that the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

(4) If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

Section 14. Medical Care: The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, or hospital care or other needed care and attention incident to sickness or injury. The CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of his or her employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

LABOR LAWS - WAGE RATES

Section 15. Labor Laws and Prevailing Wages: If the Contract is for a public work subject to ORS 279C.800 to 279C.870 or the Davis-Bacon Act (40 U.S.C. 3141 et seq.), no bid will be received or considered by the public contracting agency unless the bid contains a statement by the bidder as a part of its bid that the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. are to be complied with. Insofar as applicable to the work to be done under this Contract, the CONTRACTOR shall pay prevailing wages and comply with all State and Federal laws in the employment and payment of labor. Particular reference is made to the requirements of ORS chapter 279C, which relates to wage rates to be paid on public works. Under such laws, no person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and one-half pay: (A) for all overtime in excess of eight (8) hours a day or forty (40) hours in any one week when the work week is five consecutive days, Monday through Friday; or (B) for all overtime in excess of ten (10) hours a day or forty (40) hours in any one week when the work week is four consecutive days, Monday through Friday; and (C) for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. Employers must give written notice to employees of the days and hours of required work.

All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

(1) Each worker in each trade or occupation employed in the performance of the Contract either by the CONTRACTOR, subcontractor or other person doing or contracting for the whole or any part of the work on this Contract shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(2) In the case of contracts for personal services as defined in ORS 279C.100, employees shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any

one week, except for individuals who are excluded under ORS 653.020 or under 29 USC Section 201 to 219 from receiving overtime.

INDEMNITY – INSURANCE – BONDS

Section 16. Indemnity: The CONTRACTOR agrees to indemnify, save harmless and defend the COUNTY, its officers, commissioners, agents and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof (including attorney’s fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR’S employees or agents.

Section 17. Insurance:

A. COMMERCIAL GENERAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/ \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The COUNTY, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

Required by COUNTY Not required by COUNTY

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

C. PROFESSIONAL LIABILITY

Required by COUNTY Not required by COUNTY

The CONTRACTOR agrees to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Contract. The COUNTY, at its option, may require a complete copy of the above policy.

D. POLLUTION LIABILITY INSURANCE

Required by COUNTY Not required by COUNTY

The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the Contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the Contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the COUNTY. The insurance coverage shall also respond to cleanup cost. This coverage may be written in addition to or in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this Contract. Any self-insured retention / deductible amount shall be submitted to the COUNTY for review and approval.

E. The certificate of insurance, other than the Worker's Compensation and Pollution Liability Insurance, shall include the COUNTY, its agents, officers, commissioners, and employees as additional insureds when and where required by written contract.

If the CONTRACTOR's insurance policy does not include a blanket endorsement for additional insured status when and where required by written contract, the insurance, except that noted in the preceding paragraph, shall include the COUNTY, its agents, officers, commissioners, and employees as additional insureds. Proof of additional insured status must be provided upon request in the form of an endorsement listing the COUNTY, its agents, officers, commissioners, and employees as additional insureds. Use Form CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

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

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

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the CONTRACTOR to the COUNTY.

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

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

Section 18. Bonds: The CONTRACTOR agrees to furnish to the COUNTY bonds covering the performance of the Contract and the payment of obligations each in the amount equal to the full amount of the Contract as it may be amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the Contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the COUNTY.

The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830.

Section 19. Acceptance of Bond and Insurance: The bond and insurance required by this Contract shall be furnished to the COUNTY within 10 days of the date of this Contract, and no operation shall be started prior to written acceptance of said bond and insurance by the COUNTY.

ADMINISTRATION OF CONTRACT

Section 20. Extension of Time: An extension of time on this Contract may be made by the COUNTY only upon written request from the CONTRACTOR and with the written consent of the surety of the CONTRACTOR. Such extension will be granted only upon a showing by the CONTRACTOR that the failure to perform this Contract within the specified period was due to causes beyond the control of the CONTRACTOR and without fault or negligence of the CONTRACTOR. The written request must be received not later than 30 days prior to the expiration date of this Contract. Such request shall state the date to which the extension is

desired and shall describe the conditions which have occurred to prevent the CONTRACTOR from completing this contract within the specified time.

Section 21. Alterations in Details: The COUNTY reserves the right to make, at any time during the progress of the work to be done, such changes or alterations as may be found to be necessary or desirable; provided however, such changes or alterations shall not change the character of the work to be done, nor increase the cost thereof unless the cost increase is approved in writing by both parties. Any changes or alterations so made shall not invalidate this Contract or release the surety of the CONTRACTOR on the performance bond and the CONTRACTOR agrees to do the work as changed or altered as if it had been a part of the original contract.

Section 22. Adjustment of Contract: Notwithstanding any other provisions of this contract, the COUNTY may, pursuant to Oregon law, make adjustments in the Contract when material effect upon the volume and value of work to be done under the Contract is caused by major catastrophes or disasters resulting from act of God, terrorism, war, riot, windstorms, floods, fire or other acts of nature, which are beyond the control of the CONTRACTOR and in no way connected with negligent acts or omissions of the CONTRACTOR or the representatives, employees or contractors of the CONTRACTOR. Such adjustments may be made to place the parties in their original status under the Contract, insofar as possible; provided however, that any loss or cost to third parties is in no way recoverable from the COUNTY through action or otherwise by third parties, and provided further, the CONTRACTOR make written application to the COUNTY within 30 days after the event.

Section 23. Violations, Suspension and Cancellation: If the CONTRACTOR violates any of the provisions of this Contract, the COUNTY, may, after giving written notice, suspend any further operations of the CONTRACTOR under this Contract, except such operations as may be necessary to remedy any violations. If the CONTRACTOR fails to remedy other violations of this Contract within 10 days after receipt of the suspension notice given under this section, the COUNTY may, by written notice, cancel this Contract and take appropriate action to recover all damages suffered by the COUNTY by reason of such violations, including application toward payment of such damages of any advance payments and any performance bonds.

Section 24. Subletting of Contract: It is understood and agreed that if all or any part of the work to be done under this Contract is subcontracted such subcontracting done by the CONTRACTOR or otherwise shall in no way relieve the CONTRACTOR of any responsibility under this Contract. The CONTRACTOR shall notify the COUNTY, in writing, of the names and addresses of all subcontractors, prior to subletting any part of the work to be done under this Contract.

Section 25. Assignment of Contract: The CONTRACTOR agrees not to assign, transfer, convey or otherwise dispose of this Contract, or the right, title, or interest therein, either in whole or in part, or the power of the CONTRACTOR to execute this Contract, to any other person, firm, or corporation, without the prior written consent of the COUNTY.

Section 26. Notices: Any written notice to the CONTRACTOR which may be required under this Contract to be served on the CONTRACTOR by the COUNTY may be served by personal delivery to the CONTRACTOR or the designated representative or representatives of the

CONTRACTOR, or by mailing the notice to the address of the CONTRACTOR as such is given in the Contract, or by leaving the notice at said address. Should the CONTRACTOR be required to notify the COUNTY concerning the progress of the work to be done, or concerning any matter or complaint which the CONTRACTOR may have to make regarding the Contract subject matter, or for any other reason, it is understood that such notification is to be made in writing, delivered to the designated representative of the COUNTY in person or mailed to the COUNTY.

Section 27. Authorized Representative: During any period of operations or activity on the project entitled **BUILDING ENVELOPE REPLACEMENT AT THE CLACKAMAS COUNTY EMERGENCY OPERATIONS CENTER**, and during any period of doing the work required by this Contract on location, the CONTRACTOR shall have a designated representative or representatives available to the COUNTY on the area or work location, or both where such activity is separated, which representative or representatives shall be authorized to receive in behalf of the CONTRACTOR any notice or instructions from the COUNTY and to take such action as may be required in regard to performance of the CONTRACTOR under this Contract. The COUNTY shall designate to the CONTRACTOR, the authorized representative/project manager”, or his or her designee as authorized field representative who shall be authorized to receive notices, inspect progress of work, and issue instructions in regard to performance under the terms of this Contract.

Section 28. Inspection: The COUNTY, through its authorized representative/project manager or his or her designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

Section 29. Removal of Equipment and Materials: It is understood and agreed that the CONTRACTOR, upon completion of the requirements of this Contract, is to promptly remove from the work location, and other property owned or controlled by the COUNTY, all equipment, materials and other property the CONTRACTOR has placed or caused to be placed thereon that is not to become the property of the COUNTY. It is further understood and agreed that any such equipment, materials and other property that are not removed within 30 days after the day the project work is accepted by the COUNTY, or within such longer time as may be agreed upon in writing between the CONTRACTOR and the COUNTY, shall become the property of the COUNTY and may be used or otherwise disposed of by the COUNTY without obligation to the CONTRACTOR or to any party to whom the CONTRACTOR may seek to transfer title or whom have an interest, including a security interest, in such property. Nothing in this section shall be construed as relieving the CONTRACTOR from an obligation to clean up, and to burn, remove, or dispose of debris, waste materials, and such, in accord with other provisions of the Contract.

Section 30. Liability of Public Officials: In carrying out any of the provisions of this Contract, or in exercising any power or authority granted under this Contract, there will be no liability upon the Clackamas County Board of Commissioners, its members, officers, agents, employees, or its authorized representatives, either personally or as public officials and employees; it always being understood that in such matters they act as agents and representative of the COUNTY.

Section 31. Laws, Regulations and Orders, and Tax Law Covenant:

(1) The CONTRACTOR at all times shall observe and comply with all federal and state laws and lawful regulations issued there under and local bylaws, ordinances, regulations and codes which in any manner affect the activities of the CONTRACTOR under this Contract, and further shall observe and comply with all orders or decrees as exist at present and those which may be enacted later by bodies or tribunals having any jurisdiction or authority over such activities of the CONTRACTOR.

(2) The CONTRACTOR must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Any violation shall entitle the AGENCY to terminate this Contract, to pursue and recover any all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to the CONTRACTOR, in an amount equal to the AGENCY's setoff right, without penalty; and
- c. Initiation of an action of proceeding for damages, specific performance, declaratory or injunctive relief. The AGENCY shall be entitled to recover any and all damages suffered as the result of the CONTRACTOR's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

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

(3) The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with:

- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316,317, and 318;
- b. Any tax provisions imposed by a political subdivision of this state that applied to the Contractor, to the Contractor's property, operations, receipts, or income, or to the Contractor's performance of or compensation for any work performed by the Contractor;
- c. Any tax provisions imposed by a political subdivision of this state that applied to the Contractor, or to goods, services, or property, whether tangible or intangible, provided by the Contractor; and

- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Section 32. Description of a CONTRACTOR: The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following:

- (1) The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
- (2) This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
- (3) The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, COUNTY, or federal employee.

Section 32. Terminations:

A. This Contract may be terminated for the following reasons:

- (1) This Contract may be terminated at any time by mutual consent of the parties, or by COUNTY for convenience upon thirty (30) days' written notice to the CONTRACTOR;
- (2) The COUNTY may terminate this Contract effective upon delivery of notice to CONTRACTOR, or at such later date as may be established by the COUNTY if:
 - a. Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the COUNTY is prohibited from paying for such work from the planned funding source; or
 - b. Any license or certificate required by law or regulation to be held by the CONTRACTOR to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- (3) This Contract may also be immediately terminated by the COUNTY for default (including breach of Contract) if:
 - a. The CONTRACTOR fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or
 - b. The CONTRACTOR fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger the performance of this Contract in accordance with its terms, and after receipt of notice from the COUNTY, fails to correct such failure within ten (10) business days;

(4) If sufficient funds are not provided in future approved budgets of the COUNTY (or from applicable federal, state, or other sources) to permit the COUNTY in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, the COUNTY may terminate this Contract without further liability by giving the CONTRACTOR not less than thirty (30) days' notice.

Section 33. Constitutional Debt Limitation: This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

The undersigned, by its signature, agrees to perform the scope of work as described in the contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Portland Real Estate Solutions LLC
dba Portland Construction Solutions
14915 SW 72nd Avenue
Portland, OR 97224

CLACKAMAS COUNTY BOARD OF
COUNTY COMMISSIONERS by:

Authorized Signature

Chair

Name / Title Printed

Recording Secretary

Date

Date

Telephone / Fax Number

174542
CCB License Number

APPROVED AS TO FORM

204888-96
*Oregon Business Registry Number

County Counsel

DLLC Oregon
Entity Type / State of Formation

*Please do not provide assumed business names or trade names. Please provide only the correct legal name of the entity or individual entering into the Contract.



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Authorization to Purchase Fourteen 14 Dodge Charger Police Patrol Vehicles from
Withnell Motor Company

Purpose/Outcomes	Approval to Purchase Fourteen (14) (model # LDEE48) 2016 V8 Dodge Charger Police Patrol Vehicles
Dollar Amount and Fiscal Impact	Fleet has budgeted \$24,871 for each of the 14 vehicles. The total cost of the project is \$348,194. This purchase is budgeted in FY-2016-17.
Funding Source	770-7521-00-437900
Safety Impact	None
Duration	None
Previous Board Action	None
Contact Person	John Stockham @ 503-650-3222
Contract No.	ORCAP #5553

The Clackamas County Fleet Department requests approval to purchase fourteen (14) new 2016 Dodge Charger police patrol vehicles from Withnell Motor Company, utilizing the State of Oregon Cooperative Purchasing Program (ORCAP) price agreement #5553.

A notice of the Intent to Purchase the vehicles was issued on July 13, 2016. No comments were received by the time of closing, 5:00 PM on July 20, 2016.

Funds for this contract have been budgeted under account line 770-7521-00-437900 within the Fleet Division's 2016/2017 budget. The contractor was selected based upon the Oregon Cooperative Purchasing Program (ORCPP) and is in compliance with Local Contract Review Board Rule C-046-0400, Authority for Cooperative Procurements and County Purchasing Policies and Procedures.

RECOMMENDATION:

Approval of an Authorization to Purchase 14 new Dodge Charger police patrol vehicles from Withnell Motor Company.

Respectfully submitted

George Marlton, Director
Procurement Division

Placed on the Board Agenda of July 21, 2016 by the Procurement Division



July 21, 2016

Board of County Commissioners
 Clackamas County

Members of the Board:

Adoption of a Board Order Authorizing the Sale of County General
 Obligation Bonds to Replace Obsolete Emergency Radio Communications System

Purpose/Outcomes	This Board Order authorizes County staff to sell and issue the general obligation bonds approved by the voters on May 17, 2016.
Dollar Amount and Fiscal Impact	The maximum value of the bonds is up to \$59 million. Estimated cost per \$1,000 of Assessed Value will be \$0.10 annually. No additional funding from the County is required.
Funding Source	General Obligation bonds/debt obligations.
Duration	The term of the bonds will be 15 years.
Previous Board Action	<ul style="list-style-type: none"> • 1-14-2016: Reimbursement resolution for the County and C800 partners; • 1-26-2016: Ballot measure language policy session; • 2-18-2016: Referral of the question on the May 2016 ballot; and • 6-16-2016: Certification of election approving the bonds.
Strategic Plan Alignment	<p>This action aligns with the following Board strategic priorities:</p> <ul style="list-style-type: none"> • Build Public Trust through Good Government: supports and assists a cooperative effort among multiple agencies and two counties to best serve the public in emergencies • Build a Strong Infrastructure: replacement and upgrade of the emergency responder radio system will provide more resilient and effective public safety radio system infrastructure • Ensure Safe, Healthy and Secure Communities: anticipated new infrastructure resulting from the bond proceeds will better allow emergency responders to provide safe and secure communities for all residents of Clackamas County
Contact Person	Laurel Butman, Deputy County Administrator, 503-655-8893 Marc Gonzales, Finance Director, 503-742-5405

Background:

Clackamas County was asked by the Board of Directors of the C800, an ORS 190 agency which provides emergency radio communications in Clackamas County, to place a measure on the May 2016 ballot asking voters to approve a countywide General Obligation Bond levy of approximately \$59 million to finance replacement of the emergency radio system and necessary components thereof. Personnel from the Sheriff's Office and CCOM sit on the Board of C800 and Deputy County Administrator Laurel Butman has served as another County contact on this project.

The current radio system serves Clackamas County first responders including Fire Districts, Police Departments, the County Sheriff, City Central Dispatch Agencies, and Emergency Medical Responders and is on the verge of obsolescence and prone to unpredictable failures. C800 has been working with the Washington County Consolidated Communications Agency (WCCCA) which jointly owns and runs this outdated and soon to be unsupported technology for emergency dispatch and communications, to create a reliable update to the systems which benefit both Counties.

At the request of C800, Clackamas County placed the question before the voters seeking their approval to issue General Obligation debt to finance Clackamas County's portion of this replacement project. On May 17, 2016 the voters approved the bond measure. The debt service will thus be provided through a levy estimated to cost about \$26.25 per year for the typical Clackamas County taxpayer living in a home with an assessed value of \$262,500.

The County is now preparing to sell and issue the bonds. The Board is asked to adopt a board order authorizing the County Finance Director or County Administrator or his designee to sell and issue the bonds.

Recommendation:

Staff respectfully recommends the Board adopt the attached Board Order.

Respectfully submitted,

Laurel Butman
Deputy County Administrator

Marc Gonzales
Finance Director

In the Matter of the Board of County
Commissioners, Clackamas County,
Oregon, Authorizing the Sale of
County General Obligation Bonds to
Replace Obsolete Emergency Radio
Communications System

Order No.

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WHEREAS, on May 17, 2016, the voters of Clackamas County, Oregon (the “County”) approved Measure 3-476 authorizing up to \$59 million of general obligation bonds to replace obsolete first responders emergency radio communications system, expand coverage and reinforce for disasters as further described in Measure 3-476; and,

WHEREAS the County now desires to sell the bonds; and,

WHEREAS the issuance of the bonds will not result in the County exceeding the debt limit in Oregon Revised Statutes Section 287A.100(2) which states that “[u]nless the county charter provides a lesser limitation, a county may not issue or have outstanding at the time of issuance general obligation bonds in a principal amount that exceeds two percent of the real market value of the taxable property in the county, calculated as provided in ORS 308.207”;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS:

1. The County is hereby authorized to sell and issue the general obligation bonds that were approved by the County’s voters on May 17, 2016 (the “Bonds”).
2. The Bonds shall be general obligations of the County. Pursuant to ORS 287A.315 the County hereby pledges its full faith and credit and taxing power to pay the Bonds, and the County covenants for the benefit of the owners of the Bonds that the County shall levy annually, as provided by law, in addition to its other ad valorem property taxes and outside the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution, a direct ad valorem tax upon all of the taxable property within the County in sufficient amount, after considering discounts taken and delinquencies that may occur in the payment of such taxes, to pay the Bonds promptly as they mature.
3. The County Finance Director or the County Administrator or his designee (each a “County Official”) are each hereby authorized, on behalf of the County and without further action by the Board, to:
 - a. Issue the Bonds in one or more series, which may be sold at different times.

In the Matter of the Board of County
Commissioners, Clackamas County,
Oregon, Authorizing the Sale of
County General Obligation Bonds to
Replace Obsolete Emergency Radio
Communications System

Order No.

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- b. Participate in the preparation of, authorize the distribution of, and deem final the preliminary and final official statements and any other disclosure documents for each series of the Bonds.
- c. Establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates, record dates and other terms for each series of the Bonds.
- d. Either publish a notice of sale, receive bids and award the sale of that series to the bidder complying with the notice and offering the most favorable terms to the County, or select one or more underwriters or commercial banks and negotiate the sale of that series with those underwriters or commercial banks.
- e. Undertake to provide continuing disclosure for each series of the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission.
- f. Obtain ratings, apply for and purchase municipal bond insurance or other forms of credit enhancements for each series of the Bonds, and enter into related agreements.
- g. Prepare, execute and deliver one or more Bond Declarations for each series of the Bonds. The Bond Declarations shall specify the terms under which each series of the Bonds are issued, the administrative provisions that apply to each series of the Bonds and the form of each series of the Bonds. The Bond Declarations may also contain covenants for the benefit of the owners of each series of the Bonds and any insurers of the Bonds.
- h. Appoint service providers for each series of the Bonds and enter into agreements with those service providers.

In the Matter of the Board of County
Commissioners, Clackamas County,
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- i. Determine whether each series of Bonds will bear interest that is excludable from gross income under the Internal Revenue Code of 1986, as amended, or is includable in gross income under that code. If a series bears interest that is excludable from gross income under that code, the County Official may enter into covenants to maintain the excludability of interest on that series of the Bonds from gross income. If the federal government approves subsidy payments for municipal bonds and those subsidies are estimated to reduce the net debt service payments for the Bonds, the County Official may structure any series of Bonds so that series is eligible for those federal subsidies, and may enter into related covenants.
- j. Execute any documents and take any other action in connection with the Bonds which the County Official finds will be advantageous to the County.

DATED this 21ST day of July, 2016.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



July 21, 2016

Stephen L. Madkour
County Counsel

Board of County Commissioners
Clackamas County

Kathleen Rastetter
Chris Storey
Scott C. Ciecko
Alexander Gordon
Amanda Keller
Nathan K. Boderman
Christina Thacker
Shawn Lillegren
Jeffrey D. Munns
Assistants

Members of the Board:

Approval of
Release of Deed Restriction

Purpose/Outcomes	Release Deed Restriction requiring "Public Purposes" to allow for sale of property previously deeded to the City of Lake Oswego in 1998.
Dollar Amount and Fiscal Impact	None
Funding Source	Not applicable
Duration	Property sale closing August 1, 2016
Previous Board Action	Approval of agreement with City of Lake Oswego to share sale proceeds equally given in Executive Session on November 3, 2015.
Strategic Plan Alignment	N/A
Contact Person	Jeffrey D. Munns, 503-742-5984
Contract No.	None

BACKGROUND:

In 1998 Clackamas County conveyed a small parcel of land (approximately 604 square feet located at 2100 Wembley Pl., Lake Oswego) to the City of Lake Oswego for \$15.58. When this parcel was conveyed the County placed a deed restriction on the property that if it is not used for public purposes for a period exceeding one year the property shall revert to Clackamas County. The City of Lake Oswego has maintained this property for public purposes since conveyance.

The request from the City of Lake Oswego that Clackamas County release the deed restriction in exchange for receiving 50% of the sale proceeds was presented and approved in Executive session on November 3, 2015.

The City of Lake Oswego has now entered into a contract to sell this parcel to the neighboring land owner for \$24,339 and in consideration of Clackamas County releasing the "public purposes" restriction on the deed we have agreed to split the sale proceeds equally.

RECOMMENDATION:

Staff recommends the Board approve the Release of Deed Restriction.

Respectfully submitted,

Jeffrey D. Munns
Assistant County Counsel

After recording return to:
David Powell, City Attorney
City of Lake Oswego
PO Box 369
Lake Oswego, OR 97034

Until a change is requested, all tax statements shall be sent to the following address:
David Powell, City Attorney
City of Lake Oswego
PO Box 369
Lake Oswego, OR 97034

RELEASE OF DEED RESTRICTION

CLACKAMAS COUNTY, OREGON a political subdivision of the State of Oregon **releases the public purposes restriction contained in Deed No. 98-045621**, in which Clackamas County, Oregon conveyed all its right, title and interest to that property situated in Clackamas County, Oregon to the CITY OF LAKE OSWEGO described as follows:

Tract "C" OSWEGO PARK ESTATES, in the City of Lake Oswego, Clackamas County, and State of Oregon. Situs address: 2100 Wembley Pl., Lake Oswego, OR 97034.

The true and actual consideration for this release is that Clackamas County, Oregon shall receive fifty percent (50%) of the net proceeds of the sale of the above described property.

Clackamas County, Oregon approved by its Board of County Commissioners by Agenda item number _____.

Dated this _____ day of July, 2016.

Board of County Commissioners

John Ludlow, Chair

State of Oregon)
) ss.
County of Clackamas)

Personally appeared John Ludlow, who, being duly sworn, did acknowledge that he is a member and chair of the Board of County Commissioners and said instrument to be his voluntary act and deed, on behalf of Clackamas County, pursuant to authority.

Mary Rathke
Notary Public for Oregon
My Commission Expires: _____



Christina L. McMahan
Director

JUVENILE DEPARTMENT

Juvenile Intake and Assessment Center
2121 Kaen Road | Oregon City, OR 97045

July 21, 2016

Board of County Commissioner
Clackamas County

Members of the Board:

Request for approval to apply for Bureau of Land Management Financial Assistance Opportunity #L16AS00141 – BLM OR-WA Youth Services, Clackamas County, Oregon

Purpose/ Outcomes	This grant will fund work crew days for Clackamas County Juvenile Department's (CCJD) Project Payback 10-Week Work Crew program. These crews provide youth the opportunity to work on Bureau of Land Management (BLM) restoration and protection projects, gain an appreciation for the appropriate use of public lands and the resources they provide; while giving youth the chance to repair the harm their actions caused in the community. Additionally, youth are able to earn stipends to repay victims and gain valuable work readiness training.
Dollar Amount and Fiscal Impact	Funding is for one cooperative agreement with the maximum value of \$200,000. Funds would be incrementally distributed based upon the availability of funds. Anticipated individual award amounts will be about \$15,000. CCJD will be required to apply for each new funding allocation.
Funding Source	Bureau of Land Management
Duration	Five years; grant period begins on date of award
Previous Board Action	None
Strategic Plan Alignment	Ensure safe, healthy, and secure communities. Youth offenders are held accountable through facilitation of victim and community restoration through collaboration with community partners to assist in positive youth development and strengthening families.
Contact Person	Mark McDonnell, Assistant Director, Juvenile Department – 503-655-8342 ext 7115 or Crystal Wright, ext 7112
Contract No.	N/A

BACKGROUND:

In March 2011, BLM awarded CCJD an assistance agreement, which formally established the successful working relationship that benefits, not only both agencies, but all individuals that visit BLM sites in Clackamas County.

The initial assistance agreement spanned five years and during this period CCJD was awarded a total of \$183,567. The agreement expired March 3, 2016.

BLM funding provides work crew days for CCJD’s Project Payback 10-Week Work Crews, a work-readiness training program. Crews work on projects and sites identified by BLM staff. Assigned projects include: removal of invasive plant species; improving established trails; and eliminating unauthorized trails. All projects are to enhance the public’s experience while visiting these sites.

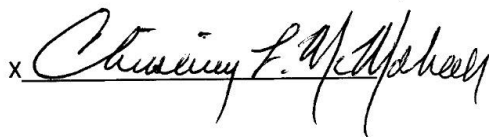
Youth working on these projects gain increased understanding and appreciation for natural resources through conservation education; and develop entry-level job skills to become a more marketable job candidate. Additionally, youth are provided the opportunity to repair the harm their actions caused to victims and communities, through their work and the stipends that they can earn to pay restitution to victims, or other fines and fees owed.

Since 2011 CCJD has contracted a local non-profit organization to be responsible for crew supervision, carrying out program objectives and providing the conservation and work-readiness training. Upon award of new funding CCJD will open a competitive request for proposals process to establish a contractual relationship with a local non-profit organization.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the request to apply for BLM financial assistance opportunity #L16AS00141 – *BLM OR-WA Youth Services, Clackamas County, Oregon.*

Respectfully submitted,



Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments,
contact Crystal Wright, ext 7112

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: Juvenile Department Grant Renewal? Yes No

Name of Funding Opportunity: BLM OR-WA - Youth Services, Clackamas County, Oregon
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Mark McDonnell and Crystal Wright
Requestor Contact Information: 503-655-8342; markmc@co.clackamas.or.us; crystal@co.clackamas.or.us
Department Fiscal Representative: Crystal Wright
Program Name or Number (please specify): 07233 BLM Assistance Funding
Brief Description of Project:

This grant will fund work crew days for Clackamas County Juvenile Department's (CCJD) Project Payback 10-Week Work Crew program. These crews provide youth the opportunity to work on Bureau of Land Management (BLM) restoration and protection projects, gain an appreciation for the appropriate use of public lands and the resources they provide; while giving youth the chance to repair the harm their actions caused in the community. Additionally, youth are able to earn stipends to repay victims and gain valuable work readiness training.

Funding is for one cooperative agreement with the maximum value of \$200,000. Funds would be incrementally distributed based upon the availability of funds. Anticipated individual award amounts will be about \$15,000. CCJD will be required to apply for each new funding allocation.

Name of Funding (Granting) Agency: US Department of the Interior, Bureau of Land Management

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

<http://www.grants.gov/web/grants/search-grants.html?keywords=L16AS00141>

OR

Application Packet Attached: Yes No

Completed By: Mark McDonnell and Crystal Wright Date: 7/13/2016

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 5/25/2016
CFDA(s), if applicable: 15.225
Announcement Date: 5/25/2016 Announcement/Opportunity #: L16AS00141
Grant Category/Title: BLM OR-WA - Youth Services, Clackamas Max Award Value: Up to \$200,000
Allows Indirect/Rate: Yes Match Requirement: No match requirement
Application Deadline: 7/25/2016 Other Deadlines: _____
Grant Start Date: Award date Other Deadline Description: _____
Grant End Date: 5 years from award date
Completed By: _____
Pre-Application Meeting Schedule: July 11-13, 2016

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

Mission/Purpose:

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

CCJD is dedicated to community safety. Youth offenders are held accountable through facilitation of victim and community restoration through collaboration with community partners to assist in positive youth development and strengthening families.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

N/A

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

The grant proposal supports the County's strategic plan to "ensure safe, healthy and secure communities" and CCJD's mandate to serve the youth of the county. CCJD has __ years experience running work crews, providing work readiness experience for youth, conservation of land, and providing work opportunities for youth to repair their victims. CCJD also has extensive experience collaborating with community partners to ensure quality control, and adherence to protocols and procedures.

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

The objectives of this grant are: 1) provide youth with the opportunity to gain skills and knowledge that will help them understand the importance of restoring and protecting public lands; 2) provide youth opportunities to repair the harm caused to victims and communities; 3) provide a workforce readiness training program to youth in Clackamas County that need to develop entry-level job skills to become marketable job candidates; 3) increase the number of capable, work-ready youth; 4) allow Clackamas County residents and visitors to experience nature at its finest, through improved trails and camping areas; 5) protect native habitat and natural areas, by discouraging off-trail hiking and camping in unauthorized areas; and 6) increase the awareness and appreciation of native habitat of all who work or visit these areas.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

This grant proposal will enhance the 10-Week Work Crew program component of CCJD's Project Payback program. The funding will increase opportunities for youth to gain work readiness training and repair the harm that their actions caused in the community.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes, CCJD has qualified staff to provide oversight of the grant activities. However, CCJD will open a request for proposals (RFP) to establish a contract with a local non-profit that shares similar mission and values with CCJD, to provide direct service delivery.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

Yes. CCJD will issue an RFP to select a non-profit agency. Contracted partner would be responsible for carrying program objectives, crew supervision and conservation elements.

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

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant

a different program, etc.)?

No, this funding will not create a new program. The BLM Assistance Funding program was established March 3, 2011.

Collaboration

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

N/A

Reporting Requirements

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

Periodic submission of performance/progress and youth employment reports will be required. These reports may be required by the Grantee either quarterly, semi-annually, or annually.

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

BLM worksites and projects are monitored by the BLM employee responsible to ensure that the work is being accomplished satisfactorily and meets the established objectives. BLM and CCJD's contracted non-profit will be in regular contact regarding proposed projects, project progress and project completion. Additionally, BLM, CCJD and contracted non-profit representatives meet semi-annually to discuss projects, reporting and upcoming funding opportunities. The contracted provider will be responsible for providing data to satisfy grant reporting requirements.

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

Financial reports (SF-425) may be required by the Grantee either quarterly, semi-annually, or annually.

Fiscal

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

The benefits to the county and its citizens far exceed the cost to administer the grant. The projects and funding support the mission of CCJD and benefit the general public by: • Providing youth opportunities to repair harm caused to victims and communities; • Providing a workforce readiness training program to youth in the community that need to develop entry-level job skills to become marketable job candidates; • Increasing the number of capable, work-ready youth; • Allowing Clackamas County residents and visitors to experience nature at its finest, through improved trails and camping areas; • Protecting native habitat and natural areas (BLM worksites) by discouraging off trail hiking and camping in unauthorized areas; • Increasing the awareness and appreciation of native habitat of all who work or visit these areas.

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

No other revenue sources are required.

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

There is no match requirement for this grant.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

CCJD was first awarded BLM Assistance Funding in March 2011. Since 2011, CCJD has repeatedly been awarded BLM funding. BLM funds are utilized to enhance Project Payback work crew programs and are not required to sustain the program.

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

Indirect costs are allowed. CCJD is electing to use the "de minimis" cost rate.

Program Approval:

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
MARK McDonnell	7/13/16	Mark McDonnell
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Christina L. McMahan	7/12/2016	Christina L. McMahan
Name (Typed/Printed)	Date	Signature

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT, BY EMAIL OR BY COURIER, TO FINANCE. ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration (required for all grant applications)

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

Department: keep original with your grant file.

BUREAU OF LAND MANAGEMENT
Financial Assistance (Cooperative Agreements)



PROJECT PROPOSAL
(Suggested Format)

Instructions: A Project Proposal must be submitted with the Standard Form (SF) 424 Application for Federal Assistance for all BLM Assistance Agreements. Complete each section below. Use additional sheets as needed.

Person Submitting Proposal: Mark McDonnell Date: 7/13/2016

Organization Name: Clackamas County Juvenile Department

Agreement or Announcement No.: L16AS00141

Agreement or Announcement Title: BLM OR-WA – Youth Services, Clackamas County, Oregon

Estimated Period of Performance: Award date to five years from award date

Proposed Project Location: Clackamas County

This work will occur on: Public Lands Private Lands Both Public & Private Lands

YOUR MISSION:

(Describe your mission. Describe why this support is being requested.)

The Clackamas County Juvenile Department (CCJD) is dedicated to community safety. Youth offenders are held accountable through facilitation of victim and community restoration through collaboration with community partners to assist in positive youth development and strengthening families.

This funding is being requested to enhance CCJD’s Project Payback 10-Week Work Crew program offerings, thereby increasing youth exposure to conservation and natural resource education and develop entry-level job skills.

OBJECTIVE:

(Describe your objectives and how these objectives support your mission.)

CCJD, partnering with a local non-profit agency, will work together to provide a work-readiness training program for at-risk youth through conservation projects. In order to provide ongoing work for the youth that are being served through this program, funding will be used to accomplish the following four goals:

- Provide a workforce readiness training program for at-risk youth offering soft skills development for the work place, while increase knowledge and appreciation for our natural resources.
- Trail system construction and maintenance as directed by BLM staff.
- Control noxious and exotic weeds in areas as directed by BLM staff.
- Reestablish native plant species in areas as directed by BLM staff.

By focusing on these four goals, the assigned projects will improve the native habitat of key BLM sites, enhance the public’s experience while visiting the sites, reduce threats of invasive plant species, improve established trails, eliminate unauthorized trails, and improve the lives of at-risk youth that participate in the program. Youth crew members gain important job

skills, and develop an increased understanding and appreciation for our natural resources. This will be accomplished through the continued successful collaboration between CCJD, and the Salem Bureau of Land Management Cascade Resource Area (BLM).

TECHNICAL APPROACH:

(Describe the details of the project, the procedures to be used, how data will be collected, analyzed, and interpreted, etc. Discuss expected goals and outcomes and how project effectiveness will be measured and evaluated. Include a detailed project work plan narrative and a table such as below to summarize the project schedule.)

CCJD has been operating youth work crew job-readiness programs for over ten years and has been working with the BLM in the Salem District for over five years. During this period CCJD has developed the requisite knowledge and skills to accomplish any work the BLM requests. This includes, but is not limited to: invasive plant removal/reduction; trail building/maintenance, basic construction and other tasks that we have been requested to complete.

It is anticipated that the project's outcomes will include a better prepared entry-level workforce within the group of youth served, healthier native habitat on BLM lands in the community, along with safe and accessible outdoor recreation sites available to community members and visitors.

Each of the BLM-assigned worksites and projects will be monitored by the BLM employee responsible to ensure that the work is being accomplished satisfactorily and meets the established objectives.

PUBLIC BENEFIT:

(Describe how this project benefits the general public.)

The projects and funding support the mission of CCJD and benefit the general public by:

- Providing youth opportunities to repair harm caused to victims and communities.
- Providing a workforce readiness training program to youth in the community that need to develop entry-level job skills to become marketable job candidates.
- Increasing the number of capable, work-ready youth.
- Allowing Clackamas County residents and visitors to experience nature at its finest, through improved trails and camping areas.
- Protecting native habitat and natural areas (BLM worksites) by discouraging off trail hiking and camping in unauthorized areas.
- Increasing the awareness and appreciation of native habitat of all who work or visit these areas.

QUALIFICATIONS & PAST PERFORMANCE:

(List key personnel and their responsibilities. Describe similar successful projects completed in the past and any unique qualifications your organization may possess.)

Projects will be carried out by experienced staff of the contracted non-profit partner with the support and oversight of CCJD and BLM employees. For the last five years, CCJD has worked in collaboration with a local non-profit agency and many other community partners to successfully complete a variety of BLM-assigned projects, including invasive species removal, trail improvement and eliminating unauthorized trails. The following is a list of key CCJD staff members that manage the work-readiness and conservation programs and related projects.

Tanya Kramer (Programs Supervisor) – Will be responsible for oversight of the assistance agreement and the contract with the contracted non-profit partner. Tanya will ensure that program objectives are being met and appropriate reporting is being completed.

Wayne Curry (Project Payback Coordinator) - Will be responsible to provide support and guidance to the non-profit partner. Wayne has 15 years of crew supervision and project experience.

CCJD will ensure staff at the contracted non-profit partner will possess the skills required to conduct the project work and provide job-readiness training and conservation education to the youth participating in the program. Additionally, all staff will submit to all credentialing requirements stipulated in the award.



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

July 21, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement and Amendment No. 1, 2
With State of Oregon for Title IVE Funding**

Purpose/ Outcomes	This IGA provides reimbursement dollars through the federal Title IVE Reimbursement Program for reimbursement of both maintenance and administrative claims provided by the Juvenile Department to the State of Oregon
Dollar Amount and Fiscal Impact	State of Oregon will provide up to \$2,600,000.00 to the Department. There are no general fund dollars required.
Funding Source	Department of Justice through Title IVE
Duration	Effective through September 30, 2017.
Previous Board Action	
Strategic Plan Alignment	Ensure safe, healthy, and secure communities: The revenue received from this contract will provide funds to be reinvested in the County Juvenile Department for programs and services for juvenile justice youth.
Contact Person	Christina L. McMahan, Director – Juvenile Department – 503-655-8342 ext. 3171

BACKGROUND:

State of Oregon through the Department of Human Services have worked collaboratively with the County Juvenile Department to bring Title IVE funding to the county. This program allows reimbursement of costs to the Juvenile Department for services we already render to youth at risk of being placed out of their home. The reimbursement allows for salary, fringe and hard costs of shelter care beds and assessment and evaluation bed costs to be partially reimbursed.

This is a new program for the State of Oregon and we are undergoing many development growth and changes as we navigate through the system. We anticipate this to be an excellent revenue source for the Juvenile Department.

We first entered into an IGA with the State in August 2014 and the agreement was amended in June 2015. In the Amendment, the County was changed from a contract vendor status to a sub-recipient status. This change will require a change in financial reporting for this revenue. The Department is working with the County Finance Department to adopt the necessary accounting structure for this change.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement, and Amendment No. 1 and 2.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department



Agreement Number 145855

AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is Amendment Number 02 to Agreement Number 145855 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

Clackamas County
2121 Kaen Road
Oregon City, Oregon 97045
Telephone: 503-655-8342
Facsimile: 503-655-8448
Email: crystal@co.clackamas.or.us

hereinafter referred to as "County."

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows
 - a. Effective January 1, 2016, Section 2. "Agreement Documents" is amended to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.
 - a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:
 - (1) Exhibit A, Part 1: Statement of Work
 - (2) Exhibit A, Part 2: Payment and Financial Reporting
 - (3) Exhibit A, Part 3: Special Terms and Conditions
 - (4) Exhibit B: Standard Terms and Conditions
 - (5) Exhibit C: Subcontractor Insurance Requirements
 - (6) Exhibit D: Required Federal Terms and Conditions
 - (7) Exhibit E: Information Required by 2 CFR 200.331(a)(1)

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. 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: this Agreement without Exhibits, ~~Exhibits D, A, B, and C~~ Exhibits D, A, B, C and E.
- c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.
- b. Effective January 1, 2016, Section 4. "Vendor or Sub-Recipient Determination" is deleted in its entirety and restated as follows:

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient. County is a vendor. Not applicable
- c. Effective January 1, 2016, Exhibit A Part 1, Section 3, subsection a. only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
 - a. The goal of the Title IV-E Reimbursement Program is to reduce juvenile delinquency, increasing offender accountability, and rehabilitating juvenile offenders through a comprehensive, coordinated, community-based juvenile probation system. ~~The target population of the Title IV-E Reimbursement Program is children within the juvenile justice system who meet the eligibility requirements for federal benefits under the Social Security Act. The populations effected by this Agreement are Title IV-E eligible youth. These youth are within the Juvenile Justice system and meet eligibility requirements for federal benefits under the Social Security Act.~~ Federal regulations require that delinquents and status offenders placed in Title IV-E eligible placements meet the same requirements as dependent children in the State of Oregon's legal custody and in placement. The objectives of the Title IV-E Reimbursement Program also include strengthening foster care services and ensuring that the needs for safety, permanency and wellbeing of foster children are met.
- d. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection c., paragraph (1) only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
 - c. Routine and Non-Routine Adjustments:
 - (1) ~~DHS may advance Title IV-E reimbursement payments to County before services are performed. If so, DHS will subsequently compare and reconcile each advanced Title IV-E reimbursement~~

~~payment to qualifying reimbursements. DHS shall make adjustments to future payments based on these reconciliations.~~
DHS will reimburse County for actual eligible Title IV-E costs.
If there is a need to make adjustment to previously claimed and approved amounts, DHS shall notify County concerning adjustments to administrative and training cost reimbursements.

- c. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection d., paragraph (6) only, to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
- (6) County shall not submit claims for Title IV-E reimbursement for administrative or maintenance expenses related to placement of children in secured pre-adjudication detention, short-term (holdover) or secured post-adjudication correctional facilities or any related costs.
- f. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection d., paragraph (10) only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.
- d. Title IV-E Reimbursement Program Eligibility Requirements; Reimbursable Costs.
- (10) DHS currently provides the Department of Justice, Division of Child Support ("DCS"), Oregon's Title IV-D Agency, with data indicating Title IV-E eligibility for all children in care. ~~Children for whom County seeks reimbursement will be included in the DHS' data. The DCS will pursue parents of both Medicaid and Title IV-E recipients. Any amount that is collected by the DCS in a month which represents payment on the required support obligation for that month shall be retained by DHS as reimbursement for that month's foster maintenance payment. If the amount collected is in excess of the monthly amount of the foster care maintenance payment, the excess shall be paid to County for deposit in a separate fund created, to be used in the manner that the Court determines will best serve the interests of the child. DHS will provide County any excess amounts collected on a quarterly basis. DHS will make a corresponding deduction in Title IV-E reimbursement payments to County for any Title IV-D Child Support collections made on behalf of a Title IV-E eligible child under the placement and care responsibility of County. County agrees to report the necessary data to the DHS and educate parents regarding their responsibility to cooperate with DCS in its efforts to acquire child support.~~ Children for whom County seeks reimbursement will not be included in DHS' data. The nature of the County business practice does not allow enough time for the support order to be created. The youth in custody of the County rarely remain in care more than 60 days.

- g. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection d., paragraph (11) is hereby amended by inserting a new subparagraph (d); new language is underlined and bold. The subparagraphs, following the new (d), are renumbered as follows: (d) becomes (e); (e) becomes (f); and (f) becomes (g).

(d) County shall seek reimbursement for administrative costs for activities related to youth in-homes or supervised by the County, who are at risk of becoming a sex trafficking victim, or who are determined to be a sex trafficking victim. Such activities include:

- (1) Developing and implementing policies and procedures to identify, document in County records, and determine appropriate services for victims of sex trafficking;
- (2) Conducting human trafficking screenings and documenting victims of sex trafficking in County files;
- (3) Determining appropriate services for individuals identified as such victims, including referrals to services; and
- (4) Completing reports required for law enforcement and DHS of children or youth who the County identifies as being a sex trafficking victim.

This also includes activities on behalf of any child missing from foster care for the purpose of administering section 471(a)(35) of the Social Security Act.

- h. Effective January 1, 2016, Exhibit A Part 2, Section 1, subsection e. only, is amended to read as follows: language to be deleted or replaced is ~~struck through~~, new language is underlined and bold.

e. County shall provide DHS compensation in the form of an ~~for~~ administrative activities ~~fee~~ according to the following percentages. The percentages shall be paid to DHS based on the total sum of each quarterly claim:

- (a) Year 1: 3% of the administrative reimbursement.
- (b) Year 2: 1% of the administrative reimbursement.

*Note: Any additional years beyond Year 2 shall be at 1%.

~~Upon DHS payment on the quarterly invoice to County, DHS will issue reimbursement less the agreed upon schedule percentage for the administrative fee. DHS will email an invoice to County for the appropriate administration fee.~~

- i. Exhibit C "Subcontractor Insurance Requirements" is hereby superseded and restated in its entirety, as set forth in Exhibit C "Subcontractor Insurance Requirements", attached hereto and incorporated herein by this reference.

- j. Effective January 1, 2016, Exhibit E "Information Required by 2 CFR 200.331(a)(1)" is added, as set forth in Exhibit E "Information Required by 2 CFR 200.331(a)(1)," attached hereto and incorporated herein by this reference.

3. Certification.

- a. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:
 - (1) The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
 - (2) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - (4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at:
<https://www.sam.gov/portal/public/SAM/>; and
 - (5) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding.
- b. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN

provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

- c. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

Christy F. M. Mahoney Jewelle Dept. Director 4/17/16
Authorized Signature Title Date

Approved by Stephen Madkour (County Counsel) on April 7, 2016

State of Oregon, acting by and through its Department of Human Services

By:

[Signature] Deputy Director 4/15/16
Authorized Signature Title Date

Approved for Legal Sufficiency:

Exempt per OAR 137-045-0050(2)(c)(A)
Assistant Attorney General Date

Reviewed by DHS Program:

By email: Chris Whitnell March 29, 2016
Date

Office of Contracts and Procurement:

[Signature] 04/19/2016
Contract Specialist Date

Clackamas County Board of
County Commissioners

By John Ludlow, Chair

By Mary Raethke, Recording Sec

Date: _____



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

July 21, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Enter into a Right of Way Franchise Agreement with the City of Lake Oswego.

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a franchise agreement with the City for the use of the City's rights-of-way.
Dollar Amount and Fiscal Impact for CBX	CBX has offered two (2) free fiber connection to the City of Lake Oswego for the elimination of all franchise fees within the city limits of Lake Oswego. No franchise fees (annual savings of ~ \$2,160.00)
Dollar Amount and Fiscal Impact for the City of Lake Oswego	The City of lake Oswego will have the use of two (2) dark fiber point-to-point connections. The City of Lake Oswego will recognize an annual savings of \$6,120.00.
Funding Source	The funding source for the expansion of the CBX dark fiber network within the City of Lake Oswego will be provided by the Lake Oswego School District.
Safety Impact	N/A
Duration	Upon approval by the board, the initial term for this Right of Way Franchise Agreement is 10 years with the possibility of an additional 10 years.
Previous Board Action	Board previously approved similar franchise agreements with the City of West Linn and the City of Wilsonville.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

Clackamas County received a federal grant to develop a dark fiber network throughout Clackamas County. The grant funded a 180 mile dark fiber network all on the east side of the Willamette River. At the same time, Clackamas County Technology Services entered into an agreement with Portland General Electric (PGE) for a 12 mile fiber co-build that connected the grant funded dark fiber network to the west side of the Willamette River. Since the close of the federal grant, CBX has expanded into the Cities of West Linn and Wilsonville. CBX would now like to expand its dark fiber network in the City of Lake Oswego.

Similar to the franchise agreements with the City of West Linn and Wilsonville, the City of Lake Oswego has agreed to not impose a fee for the use of their rights-of-way in exchange for some free fiber on the CBX network. This arrangement has proven to be beneficial to all parties and helps develop strong relationships between the county, cities and the public institutions that realize the benefits of the CBX dark fiber network.

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

RECOMMENDATION:

Staff respectfully recommends approval to enter into this intergovernmental agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the City of Lake Oswego at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

ORDINANCE No. 2691

AN ORDINANCE OF THE CITY OF LAKE OSWEGO GRANTING A NONEXCLUSIVE BROADBAND INFRASTRUCTURE FRANCHISE TO CLACKAMAS COUNTY

WHEREAS, it is in the best interest of the City and its citizens to promote the offering of broadband infrastructure in the form of a dark fiber optic network through the City, subject to the City's lawful authority to regulate the use of its rights of way; and

WHEREAS, the City has jurisdiction and exercises regulatory management over all public rights of way within the City under authority of the City Charter and state law; and

WHEREAS, Clackamas County, Oregon, desires to construct broadband infrastructure by installing dark fiber optic cable throughout the City of Lake Oswego; and

WHEREAS, there are significant benefits to the City and its residents once connected to the County's dark fiber optic cable, such as providing a fast, secure, and reliable connection;

NOW, THEREFORE, THE CITY OF LAKE OSWEGO ORDAINS AS FOLLOWS:

SECTION 1. Purpose. The purpose of this ordinance is to establish an agreement to determine the terms and conditions upon which Clackamas County may be permitted to occupy the streets, highways or other public right of way within the City, pursuant to the power of the City of Lake Oswego under its Home Rule Charter and ORS Chapter 221, except as to matters regulated by state or federal authorities.

SECTION 2. Parties. The parties to this agreement are the City of Lake Oswego, an Oregon municipal corporation situated in the county of Clackamas, sometimes referred to herein as "the City" and Clackamas County, sometimes referred to herein as "Grantee." The City of Lake Oswego reserves the right to refuse to accept the performance of any obligations imposed on Grantee under this agreement by any delegee of Grantee.

SECTION 3. Grantee's Right to Occupy Right of Way. Subject to the other terms and conditions set forth in this document, and subject to any applicable ordinances and regulations of the City, including but not limited to ordinances and regulations, as well as permit fees, regarding development, tree pruning or removal, erosion control and excavation in the public right-of-way, and subject to any applicable state and federal laws, rules or regulations, the City hereby grants to Grantee, the right, privilege and franchise to occupy the streets, highways or other public right of way as may come within the jurisdiction of the City during the term of this agreement, for the purpose of construction, use, operation and maintenance of a dark fiber optic cable network. For

the purposes of this Franchise Agreement, the dark fiber optic cable network means those facilities installed in the City by or on behalf of the Grantee solely to provide public institutions and private service providers, including but not limited to public access channels and services such as Clackamas County Cable, Willamette Falls programming, content and support for school districts, or any other aspect of public, education, and governmental programming supported by PEG funds, access to and use of the dark fiber as set forth in the Financial Assistance Award to the Grantee from the United States Department of Commerce, Award No. NT 10BIX5570079, and the documents incorporated therein by reference. Without limiting the scope of activities that are not authorized, this grant specifically does not include or authorize Grantee to construct, use, operate or provide a cable system or cable service, multi-channel video programming distribution, or video programming, as any of those terms may be defined in 47 USC 522 or otherwise; provided, however, that this restriction shall not prevent Grantee from providing PEG programming and services. This grant includes the right to place and maintain poles, wires, and other equipment customarily associated with a dark fiber network. Such equipment must be laid underground unless the City specifically permits wires or cables to be strung upon poles or other fixtures above ground. Grantee's equipment may be placed above ground in areas where similar above-ground poles, wires and equipment for utilities already lawfully exist. Nothing in this agreement shall preclude Grantee from entering into a contract for the use of any portion of its dark fiber system with any person or other entity for such person or entity to provide any retail or wholesale telecommunications, cable or other services to its own customers, provided that, if any of such services are offered or provided to customers within the City of Lake Oswego, said person or entity is operating under a current franchise, license or permit issued by the City. Additionally, Grantee shall include a provision in its agreements with such person or entity requiring them to comply with all City requirements, and Grantee shall use good faith efforts to enforce such provisions. The City will not require a separate City franchise for entities providing services through Grantee's dark fiber network solely to school districts, municipalities, special districts, and other governmental entities. Grantee shall provide the City a quarterly written report disclosing all persons and entities using any portion of Grantee's fiber optic network within the City of Lake Oswego to provide information, data or services of any kind.

This franchise is expressly subject to the Charter of the City of Lake Oswego and the general ordinance provisions, resolutions, rules and regulations adopted or established pursuant thereto, now in effect or hereafter made effective.

SECTION 4. Pre-Construction Approval. Prior to the commencement of any construction, extension or relocation of any of Grantee's facilities upon, over, under or across any of the streets, highways, or other public rights-of-way within the jurisdiction of the City, the Grantee shall advise the City's Engineering Division in writing of the location and shall obtain from the City Engineer written approval prior to commencement of such work. Not less than two business days prior to commencement of any work which might affect City utilities, Grantee shall give notice to City's

Public Works Department for purposes of utility location. The location of all such facilities shall be at places approved by the City. All work done by or for Grantee shall be in compliance with the applicable rules, regulations, ordinances or orders of the City then in effect.

SECTION 5. Work within the Right of Way. Subject to the provisions of this agreement and current applicable regulations of the City, the Grantee may make necessary excavations within the rights-of-way of streets and highways for the purpose of installing, maintaining and operating its facilities. Except in an emergency causing prior notice and approval to be impossible, Grantee shall obtain from the City Engineer written approval of any excavation within the right-of-way of any street or highway or other public right of way. The City Engineer shall have the authority to condition the excavation upon the provision of adequate manpower, materials, and machinery to protect the rights of the public to safe passage upon such street or highway. Grantee shall have the right to appeal to the City Council any condition imposed under this section which it reasonably believes to be contrary to law or applicable City rules or regulations, or hazardous, unreasonable, or unduly expensive under the circumstances. Upon request, Grantee shall furnish the City with documents showing Grantee's facilities "as-built" within the public right of way in a format acceptable to the City after such work is complete. Grantee shall perform all work according to all federal, state and local requirements and in conformance with industry practice for workplace and public safety. Grantee shall allow the City access to and the right to inspect any of the Grantee's work within the right of way and shall insure against the risk of personal injury that may be incurred by any City agent or employee in the course of that person's access to and inspection of such work.

Whenever Grantee, or anyone on Grantee's behalf, disturbs any portion of the right of way or any other public property or other public place, the Grantee shall properly and promptly restore the affected portion of the right of way or other public property to good order and condition as soon as practicable without unnecessary delay. Such restoration shall be done in strict compliance with City specifications and regulations in effect at the time of such activity. If Grantee fails to properly and promptly restore the affected portion of a street, highway or public property to good order and condition, the City may make the restoration and Grantee shall be liable to the City for the actual cost of making such restoration, including the costs of inspection, supervision, and administration.

SECTION 6. City Improvements. Nothing in this agreement shall be construed to prevent or impair the City from grading, constructing, paving, altering, improving, sewerage, repairing or maintaining any of the streets, highways or other public rights-of-way within the jurisdiction of the City that are occupied by fixtures, facilities, appliances or structures of Grantee, but all such work or improvements by the City shall be done in such a manner and by such means as to prevent or minimize impairment of use of said fixtures, facilities, appliances, or structures by Grantee to the extent practicable. If avoidance of obstructions or impaired use of Grantee's facilities and structures cannot be done without additional costs to the City, the Grantee shall compensate the City for any additional actual costs to undertake such work, if the Grantee does not perform the work required.

SECTION 7. Relocation or Rearrangement of Grantee's Facilities. Whenever the City reasonably determines, after consultation with Grantee, that it is necessary to temporarily or permanently rearrange, relocate or remove any fixture, facility, appliance or structure belonging to Grantee to permit the passage of any structure, machinery, or other object over or upon any street, highway or other public rights-of-way within the jurisdiction of the City, the Grantee will perform such rearrangement, relocation or removal within a reasonable period of time after written notice from the person desiring to move such structure, machinery, or object. Said written notice shall bear the acknowledgment of the City of its concurrence, and shall detail the route of movement of the structure, machinery or other object and shall provide that the costs incurred by Grantee in making such rearrangement, relocation or removal of its fixtures, facilities, appliances or structure will be borne by the applicant desiring to make such use of the street, highway or public rights-of-way. The notice shall further provide that the applicant will indemnify and hold harmless the Grantee of and from any and all damages or claims of whatsoever kind or nature, to the extent allowed by law, caused directly or indirectly by such temporary or permanent rearrangement, relocation or removal of the fixtures, facilities, appliances or structures of Grantee. If required by the Grantee, the applicant shall deposit with Grantee cash or a good and sufficient bond to pay any and all ordinary and reasonable costs incurred by the Grantee. Temporary or permanent rearrangement of facilities required by the City for a public purpose shall be accomplished by Grantee without charge in the same manner as permanent relocations described in Section 8 of this agreement.

SECTION 8. Public Relocation. The City, by its properly constituted authorities, shall have the right to cause the Grantee to move the location of any pole, wire, cable, appliance, conductor, conduit, or other plant, including the relocation of aerial facilities underground, whenever the relocation thereof shall be for public necessity, and the expense thereof shall be paid by the Grantee. Public necessity is deemed to include relocations required by a public urban renewal agency. The manner of removal or replacement shall be as directed by the City so it shall not interfere with the public work of the City. Public necessity shall be deemed to be whenever any pole, wire, cable, appliance, conductor, conduit, facility or plant of Grantee interferes with construction of any public improvement (other than Grantee's improvements) located in a street, highway, right of way or any public place, or whenever relocation of such facilities is deemed by the City to be in the public interest. To the extent the relocated facilities contain City Fiber, the City shall contribute its pro-rata share (calculated by creating a percentage by dividing the number of strands of City Fiber in the facilities being located by the total number of fibers being relocated) of the costs of such relocation.

SECTION 9. City Occupancy of Grantee's Poles and Innerduct; City Fiber. Where space is available and as permitted by other agreements, as determined by Grantee, the City shall be permitted to occupy Grantee's poles and underground innerduct for traffic signal interconnection circuits and other lawful municipal purposes. Such occupancy by the City shall be subject to standard Grantee's rates as well as all terms and conditions agreed to by the City and Grantee. Also, as further described in Section 12 below, the City shall be granted use of (2) two point to point dark fiber

connections (four stands of fiber) wherever Grantee installs Grantee-owned fiber, and access to such fiber via any vaults or cabinets located in the City of Lake Oswego (the "City Fiber").

SECTION 10. Franchise Not Exclusive; Limitations. The franchise granted herein by the City of Lake Oswego to the Grantee is nonexclusive. In the event that the Grantee desires to offer services other than the use of dark fiber, the Grantee shall notify the City and obtain any additional authority, including additional franchises and payment of applicable fees.

SECTION 11. Modifications, Additions and Extensions. Whenever the City Council deems it reasonable or necessary in the interest of the public it may, by resolution, require Grantee to make modifications, additions and extensions to its physical equipment, facilities or plant within the jurisdiction of the City. In lieu of complying with such new requirements, Grantee shall have the option of terminating this Agreement. Upon termination, the City shall have all of the rights and powers as are granted under ORS 221.470 upon expiration of a franchise.

SECTION 12. Compensation.

(A) In full consideration for permission to use the public right of way, and in lieu of cash consideration, the Grantee shall provide the City with use of (2) two point to point dark fiber connections (four strands of dark fiber), at no cost, wherever Grantee installs fiber, and access to this fiber via any vaults or cabinets located in the City for the duration of this Agreement. The compensation under this section shall not be in lieu of any generally applicable ordinance or resolution imposing a fee or charge for use of, or activities within, the public right of way, including without limitation permit or inspection fees for street openings, installations or construction. Compensation under this section is only in lieu of franchise fees for the right to use the public right of way as an authorized franchisee.

(B) If prior to expiration of this Franchise negotiations for a new franchise agreement are not completed, the compensation shall survive expiration of this Franchise until a new franchise agreement becomes effective and supersedes this Franchise.

SECTION 13. Grantee's Records; Audits. Grantee shall keep accurate record books of account for the purpose of determining the amounts due to the City under the provisions of this agreement, and for identifying the persons or entities using any portion of Grantee's fiber optic network within the City of Lake Oswego to provide information, data or services of any kind. Such books of account shall be open to inspection by the City, its attorney or other authorized agent at any time during Grantee's business hours. Grantee shall maintain current maps showing the location of its facilities, fixtures, appliances and structures within the streets, highways or other public rights-of-way of the City. The City shall be allowed to inspect said maps at any time during Grantee's normal business hours. If requested by City, Grantee shall furnish, without charge and within a reasonable time, maps relating to specified areas of the City.

SECTION 14. Indemnification.

(A) Up to the limits allowed by the Oregon Constitution and the Oregon Tort Claims Act, Grantee hereby agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorney fees or expenses, arising out of any construction, excavation or any other act done under this Franchise, by or for Grantee, its agents or employees, or by reason of any omission of Grantee to keep its system in a safe condition, but not if arising out of or by reason of any negligence or willful misconduct by the City, its officers, agents or employees. The City shall provide Grantee with prompt written notice of any such claim which Grantee shall defend with counsel of its own choosing and no settlement or compromise of any such claim will be done by the City without the prior written approval of Grantee. Grantee and its agents, contractors and others shall reasonably consult and cooperate with the City while conducting its defense of the City.

(B) Up to the limits allowed by the Oregon Constitution and the Oregon Tort Claims Act, Grantee also hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly, or indirectly, from Grantee's failure to remove, adjust or relocate all or any portion of its facilities in a timely manner pursuant to Sections 7 and 8 of this agreement, unless Grantee's failure arises 1. directly from the City's or its agents or contractors negligence or willful misconduct; 2. as a result of other utilities not timely removing, adjusting or relocating its facilities necessary to accommodate Grantee's removal, adjustment or relocation; or 3. from the negligent or willful misconduct of another user of the right-of-way.

SECTION 15. Insurance.

(A) The Grantee shall maintain commercial general liability and property damage insurance that protects the Grantee and the City, as well as the City's officers, agents, and employees, from the claims referred to in Section 14. The insurance shall provide coverage at all times of not less than \$2,000,000 combined single limit for bodily injury and property damage liability per occurrence with an annual aggregate limit of not less than \$5,000,000. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing in this Section 15 (A) shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance, shall not be canceled or materially altered without (30) days prior written notice first being given to the City Manager. If the insurance is canceled or materially altered within the term of this Franchise, Grantee shall provide a replacement policy with the same terms. Grantee shall maintain continuous uninterrupted coverage, in the terms and amounts required, upon and after the effective date of this franchise.

(B) The Grantee shall maintain on file with the City Recorder a certificate of insurance certifying the coverage required above. The certificate of insurance shall be reviewed and approved as to form by the City Attorney.

(C) In the alternative to providing a certificate of insurance to the City, certifying liability insurance coverage as required in this Section, Grantee may provide the City with a statement regarding its self-insurance. Grantee's self-insurance shall provide at least the same amount and scope of coverage for the Grantee and the City, its officers, agents and employees, as otherwise required under this Section. The adequacy of such self-insurance shall be subject to the City Attorney's review and approval. Upon Grantee's election to provide self-insurance coverage under this Section 15 (C), any failure by the Grantee to maintain adequate self-insurance shall be cause for termination of this Franchise under Section 16.

SECTION 17. Discontinued Use of Facilities. Whenever Grantee discontinues use of its facilities, fixtures, appliances or structures ("facilities") within the streets, highways or public right-of-way of the City, Grantee shall submit to the City for the City's approval an application describing the facility and the date on which the use will be discontinued. Grantee shall remove the facility or request that the City permit it to remain in place, which permission shall not be unreasonably withheld or delayed. If Grantee is permitted to abandon its facilities in place, upon the City's consent the ownership of the facilities shall transfer to the City and Grantee shall have no further obligation therefor. Notwithstanding the Grantee's request that any such facility remain in place, the City may require the Grantee to remove or modify the facility in order to protect the public health and safety or otherwise serve the public interest. The City may require the Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City. Until such removal or modification, or until the rights to and responsibility for the facility are accepted by another person or entity having authority to construct and maintain such facility, Grantee shall be responsible for all necessary repairs and relocations of the facility, as well as restoration of the street, highway or public right-of-way, in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

SECTION 17. Termination of Franchise for Cause. On the failure of the Grantee, after 90 days written notice and demand, to perform promptly and completely each and every term, condition or obligation imposed upon it by this agreement, the City Council may, at its option and in its sole discretion, terminate this agreement by resolution. The City shall have all of the rights and powers upon termination as are granted under ORS 221.470 upon expiration of a franchise.

SECTION 18. Term. The Franchise Term ("Term") shall be ten (10) years, beginning on the effective date of the implementing Ordinance. The term may be extended for an additional ten (10) years upon mutual written agreement of the parties in their discretion

SECTION 19. Assignment or transfer of system or franchise. Ownership or control of a majority interest in the franchise granted pursuant to this ordinance, or to the telecommunications system constructed under the authority of this franchise grant may not, directly or indirectly, be transferred, assigned, or disposed of by sale, lease (of the franchise or a majority interest in the franchise), merger or consolidation, or other act of the grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. In addition:

(A) Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of this franchise.

(B) Grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign this franchise.

(C) Any transfer or assignment of this franchise, or of the system or integral part of the system, without prior approval of the City shall be void and is cause for revocation of the franchise.

SECTION 20. Remedies. All remedies and penalties provided under this agreement, the common law, the statutes of this State, the statutes of the United States and the ordinances and regulations of the City, including termination of this franchise agreement, are cumulative and the enforcement or recovery of one is not a bar to the enforcement or recovery of any other remedy or penalty. The remedies and penalties contained in this agreement, including termination of this franchise agreement, are not exclusive, and the City reserves the right to enforce any penal provision and to avail itself of any and all remedies available at law or in equity. Failure to enforce any right accruing to or available to City whether arising under this agreement or otherwise, shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Grantee by this agreement or a violation of any requirement of law imposed upon Grantee and available in favor of City. A specific waiver of any particular breach of any term, condition or obligation imposed upon the Grantee by or pursuant to this agreement shall not be a waiver of any other, subsequent or future breach of the same or of any other term, condition, or obligation or as a waiver of the term, condition or obligation itself.

SECTION 21. Additional Remedies. In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code, the City reserves the right at its sole option to apply any of the following, alone or in combination:

(A) Impose a financial penalty of up to \$1,000.00 per Franchise violation. Where the violation consists of a condition of a continuing nature, each day that the condition persists shall constitute a separate violation. Except in the case of emergencies, Grantee shall be given notice of the violation and not less than 10 days to cure such violation before a fine is levied;

(B) Suspend issuance of any permits and/or approvals to Grantee until the Grantee corrects or otherwise remedies the violation; or,

(C) Suspend the Grantee's Franchise rights, until the Grantee corrects or otherwise remedies the violation.

SECTION 22. Acceptance. This Ordinance shall, if accepted by Grantee, take effect and be in force 30 days from and after its passage and approval. Said Grantee shall, within 30 days of the passage and approval of this Ordinance, file with the Recorder of the City of Lake Oswego its written acceptance of all the terms and conditions of the Ordinance.

SECTION 23. Severability. The provisions of this ordinance are severable. If any portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 24. Renegotiation. In the event that any provision of this franchise becomes invalid or unenforceable and the City Council or the Grantee expressly finds that such provision constituted a consideration material to entering into this franchise, the City and the Grantee may mutually agree to renegotiate the terms of this franchise. The party seeking renegotiation shall serve on the other party written notice of an offer to renegotiate. The parties shall have 90 days to conduct and complete negotiations.

SECTION 25. Grantee shall not have any monetary recourse against the City or its officials, council, boards commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof. The rights of the City under this Franchise are in addition to, and shall not be read to limit, any rights or immunities the City may enjoy under federal, state or local law.

Read by title and enacted at the regular meeting of the City Council of the City of Lake Oswego held on 5th day of July, 2016.

AYES: Mayor Studebaker, Collins, O'Neill, Manz, Buck, Gudman, Gustafson

NOES: None

ABSTAIN: None

EXCUSED: None



Kent Studebaker, Mayor

Dated: July 7, 2016

ATTEST:

Anne-Marie Simpson
Anne-Marie Simpson, City Recorder

APPROVED AS TO FORM:

David Powell
David Powell, City Attorney

WRITTEN ACCEPTANCE OF ORDINANCE No. 2691

CITY OF LAKE OSWEGO, OREGON

TO THE MAYOR AND COUNCIL OF THE CITY OF LAKE OSWEGO:

WHEREAS, on the 5th day of July, 2016, the City Council of the City of Lake Oswego, Oregon, passed Ordinance No. 2691 titled:

AN ORDINANCE OF THE CITY OF LAKE OSWEGO GRANTING A NONEXCLUSIVE BROADBAND INFRASTRUCTURE FRANCHISE TO CLACKAMAS COUNTY.

WHEREAS, the ordinance was signed and approved on July 5, 2016 by the Mayor, and attested by the City Recorder:

WHEREAS, the ordinance was granted upon the condition that the Grantee shall, within 30 days of the passage and approval of the ordinance, file with the City Recorder its written acceptance of all the terms and conditions of the ordinance:

NOW, THEREFORE, Clackamas County does hereby accept Ordinance No. 2691 and all of its terms and conditions.

IN WITNESS WHEREOF, Clackamas County has caused this acceptance to be executed _____, 2016.

CITY OF LAKE OSWEGO

CLACKAMAS COUNTY

Anne-Marie Simpson
City Recorder

Title: _____

Received on: _____

APPROVED AS TO FORM:

David Powell, City Attorney

Chris Storey, Assistant County Counsel



Dave Cummings
Chief Information Officer

Technology Services

121 Library Court Oregon City, OR 97045

July 21, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to enter into a Service Level Agreement with the Lake Oswego School District.

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a SLA with the Lake Oswego School District for a dark fiber network to handle the school district communication needs.
Dollar Amount and Fiscal Impact for CBX	CBX will build and maintain the dark fiber network. CBX will collect maintenance fees from the school district once the fiber network is complete. Monthly maintenance fees are ~ \$3,060.00.
Dollar Amount and Fiscal Impact for the Lake Oswego School District	The dark fiber network will help the school district meet its ever increasing communication needs.
Funding Source	The funding source for the expansion of the CBX dark fiber network within the City of Lake Oswego will be provided by the Lake Oswego School District.
Safety Impact	N/A
Duration	Upon approval by the board, the initial term is for one year that automatically renews unless either party contests.
Previous Board Action	Board previously approved similar franchise agreements with the City of West Linn and the City of Wilsonville.
Contact Person	Dave Devore (503)723-4996

BACKGROUND:

Clackamas County received a federal grant to develop a dark fiber network throughout Clackamas County. The grant funded a 180 mile dark fiber network all on the east side of the Willamette River. At the same time, Clackamas County Technology Services entered into an agreement with Portland General Electric (PGE) for a 12 mile fiber co-build that connected the grant funded dark fiber network to the west side of the Willamette River. CBX would now like to expand its dark fiber network in the City of Lake Oswego to connect 12 of the Lake Oswego School District locations. These dark fiber connections will provide the school district with certainty that they can meet the ever increasing bandwidth needs at an affordable rate.

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

RECOMMENDATION:

Staff respectfully recommends approval to enter into this service level agreement. This SLA will allow CBX to provide fast effective fiber connectivity to the Lake Oswego School District at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings
CIO Technology Services

Clackamas County
Template
FIBER OPTIC SERVICE LEVEL AGREEMENT

Lake Oswego School District No. 7j
(Customer Name)

1. Recitals

WHEREAS, Clackamas County (County) desires to provide to Lake Oswego School District No. 7j (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

WHEREAS, Customer desires to use the Services; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises on a path designated by the County.

3. Service Description

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A for the exclusive use of the Customer's internal communication needs. Each site listed in Appendix A will have a single mode fiber termination.

4. Construction and Installation Requirements

- a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.

- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

5. Term of Agreement

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date." Unless terminated with 30 days notice as herein provided, this agreement shall continue to July 1 following the date of commencement, and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.

6. Rates

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

7. Payment Options

a. Annual Payments

County shall provide an invoice for twelve months of service (July 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

b. Alternative Payment Frequency

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay semi-annually, quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

c. Electronic Payments

Customer shall coordinate with County to make all payments by electronic means unless it is infeasible to do so.

8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as required by law.

10. Content Control and Privacy

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

11. Assignment and Successors

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

12. Damage

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

13. Force Majeure

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the

provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

14. Consequential Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

15. Public Contracting Provisions

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

16. Non-Appropriation

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of Customer to obtain services as provided herein is subject to fund availability and appropriation by Customer for such services through its adoption of an annual budget. Should funds not be appropriated or be available from Customer during the term of this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

17. Compliance with Laws

Customer shall comply with all applicable federal, state county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

18. Taxes and Assessments

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on

the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

19. Termination

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

20. Default

- 1. Either of the following events shall constitute a default:
 - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
 - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

21. Amendment

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

22. No recourse Against the Grantor

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

23. Notice

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile addressed as follows:

Notice to the County

Manager, Clackamas Broadband Express
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number (503) 655-8255

with a copy to

Chief Information Officer
Clackamas County Technology Services
121 Library Court
Oregon City, Oregon 97045
Fax Number: (503) 655-8255

Notice to the Customer

[Name or Title of Individual] *Stuart Ketzler, Sr. Executive Director*
[Customer] *Lake Oswego School District*
[Address] *PO Box 70, 2455 Country Club Rd*
[City and Zip Code] *Lake Oswego, OR 97034*
[Fax Number] *503-534-2301*

with a copy to

[Name or Title of Individual] *Dr. Joe Morelock, Assistant Super.*
[Customer] *Lake Oswego School District*
[Address] *PO Box 70, 2455 Country Club Rd*
[City and Zip Code] *Lake Oswego, OR 97034*
[Fax Number] *503-534-2033*

Either Party, by similar written notice, may change the address to which notices shall be sent.

24. Whole Contract

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS

OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Clackamas County

By (signature): _____

Name: _____

Title: _____

Date: _____

Customer

Lake Oswego School District No. 7j
(Customer Name)

By (signature): 

Name (print): Stuart Ketzler

Title: Sr. Executive Dir. of Finance

Date: 5/29/2016

APPENDIX A

SERVICE AND RATE SCHEDULE

1. Specified Services and Rates

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

2. Construction, Installation and Activation

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

3. Service Changes and Conversions

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

4. Annual Recurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Monthly Rate (\$)
1	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	One Pair (two) dark fibers	\$255.00
2	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lake Grove School 15777 Boones Ferry Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
3	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lakeridge High School 1235 Overlook Dr Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
4	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Oak Creek School 55 Kingsgate Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
5	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lake Oswego Junior High 2500 Country Club Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00

6	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Palisades Elementary School 1500 Greentree Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
7	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lakeridge Junior High 4700 Jean Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
8	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	River Grove School 5850 McEwan Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
9	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Forest Hills School 1133 Andrews Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
10	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Uplands Elementary School 2055 Wembly Park Rd Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
11	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Hallinan Elementary School 16800 Hawthorne Dr Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00
12	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Westridge Elementary School 3400 Royce Way Lake Oswego, OR 97035	One Pair (two) dark fibers	\$255.00

5. Nonrecurring Charges

	From (Connecting Point A:Site Name & Address)	To (Connecting Point B:Site Name & Address)	Service	Amount (\$)
1	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Clackamas Educational Service District 13455 SE 97 th Ave Clackamas, OR 97015	Construction	\$104,694.20
2	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lake Grove School 15777 Boones Ferry Rd Lake Oswego, OR 97035	Construction	\$109,208.96
3	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lakeridge High School 1235 Overlook Dr Lake Oswego, OR 97035	Construction	\$245,994.10
4	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Oak Creek School 55 Kingsgate Lake Oswego, OR 97035	Construction	\$118,903.26
5	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lake Oswego Junior High 2500 Country Club Rd Lake Oswego, OR 97035	Construction	\$81,251.20
6	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Palisades Elementary School 1500 Greentree Rd Lake Oswego, OR 97035	Construction	\$215,428.60
7	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Lakeridge Junior High 4700 Jean Rd Lake Oswego, OR 97035	Construction	\$127,466.14
8	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	River Grove School 5850 McEwan Rd Lake Oswego, OR 97035	Construction	\$84,748.86

9	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Forest Hills School 1133 Andrews Rd Lake Oswego, OR 97035	Construction	\$138,066.70
10	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Uplands Elementary School 2055 Wembly Park Rd Lake Oswego, OR 97035	Construction	\$65,010.04
11	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Hallinan Elementary School 16800 Hawthorne Dr Lake Oswego, OR 97035	Construction	\$104,298.94
12	Lake Oswego High School 2501 Country Club Rd Lake Oswego, OR 97034	Westridge Elementary School 3400 Royce Way Lake Oswego, OR 97035	Construction	\$142,326.20

6. Late Payment Interest

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

7. Annual Consumer Price Index (CPI) Adjustments

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the Consumer Price Index (CPI) for urban wage earners and clerical workers for the Portland, Oregon metropolitan region for the prior year, unadjusted for seasonal variations, as determined by the Bureau of Labor Statistics of the Department of Labor and as published in such Bureau of Labor Statistics Detailed Report.

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APPENDIX B

MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

1. Defined Terms

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

4. Restoration

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

- 5. Customer shall be responsible for paying County standard maintenance fees for**

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

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APPENDIX C

FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

1. Fiber and Connector Standards

a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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July 12, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 and Renewal #4 to the contract documents with
Borders Perrin Norrande (BPN) for Marketing Agency Services

Purpose/Outcomes	BPN provides marketing agency services for the period of July 1, 2016 through September 30, 2017 and is the final renewal under this contract.
Dollar Amount and Fiscal Impact	Contract maximum value is \$1,048,000. Already approved in Tourism’s marketing services, advertising and professional services budget.
Funding Source	Transient Room Tax collections, account stream 256-9145-07602. No County General Funds are involved.
Duration	Effective July 1, 2016 and terminates on September 30, 2017
Previous Board Action	The Board last reviewed and approved contract renewal #3 in July 2015 for FY15-16
Strategic Plan Alignment	Expands the work for additional marketing and advertising services for the Visitor campaigns and two Prospect market campaigns.
Contact Person	Danielle Cowan, Tourism Executive Director – 503-655-8420

BACKGROUND:

Tourism & Cultural Affairs requests the approval of amendment #3 and contract renewal #4 with BPN (Borders Perrin Norrande) as our tourism marketing agency who works with tourism staff to create and execute marketing strategies that promote visitors to Oregon’s Mt. Hood Territory.

We are coming to an end of the forth successful contract year working with BPN, evidenced by an increase in TRT revenues, providing additional funding resources. Scope of work for FY16-17 has increased, expanding our marketing opportunities and advertising services for the Visitor campaigns, as well as two Prospect market campaigns.

Tourism needs to execute a one-year contract renewal for FY 2016-17 to continue marketing budgets working with BPN into year five of their final contract terms. It is effective July 1, 2016 through September 30, 2017 to coincide with the third quarter Co-op Advertising campaign made available to our tourism partners. Contract amount is not to exceed \$1,048,000.

RECOMMENDATION:

Staff recommends the Board approve this contract renewal agreement and signs on behalf of Clackamas County.

Respectfully submitted,

Danielle Cowan, Executive Director
Tourism & Cultural Affairs

Placed on board agenda of July 21, 2016 by Procurement Division.

**AMENDMENT #3 AND RENEWAL #4 TO THE CONTRACT DOCUMENTS WITH BORDERS
PERRIN NORRANDER FOR MARKETING AGENCY SERVICES**

This Amendment #3 and Renewal #4 (“Amendment #3/Renewal #4”) is entered into between Clackamas County (“County”) and Borders Perrin & Norrande, Inc. (“Contractor”) and will become part of the contract documents, superseding the original contract, Amendment #1, and Amendment #2 to the applicable extent indicated.

WHEREAS, the Contractor and County entered into those certain contract documents for the provision of services dated July 26, 2012 as amended by Amendment #1 on June 5, 2014, and Amendment #2 on May 31, 2016 (“Contract”);

WHEREAS, the County desires to expand its 2016-17 Austin, Texas and Minneapolis, Minnesota marketing and advertising programs by working with Contractor;

WHEREAS, the Contractor and County desire to amend the Contract pursuant to this Amendment #3 and Renewal #4; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contract is amended as follows:

1. SECTION I. COMPENSATION is hereby modified as follows:

- A. **The term of the Contract is renewed from July 1, 2016 through September 30, 2017 and is the final renewal under this Contract. The total maximum contract compensation not to exceed for the period of July 1, 2016 through September 30, 2017 is hereby changed from \$845,000 to \$1,048,000.**

Original Contract	\$705,000.00
Amendment #1 - Add	\$140,000.00
Amendment #2 - Add	\$135,000.00 (July 1, 2015 – June 30, 2016 only)
Amendment #3 – Add	\$203,000.00 (July 1, 2016 – June 30, 2017 only)
Total	\$1,048,000.00

See the 2016-17 Service Plan in Exhibit 1, attached and hereby incorporated by reference.

2. SECTION II. SERVICES TO BE PROVIDED is hereby modified by adding the following sentence:

County and Contractor have agreed to expand the work to add Contractor’s services for additional marketing and advertising for County’s 2016-17 Austin, Texas, and Minneapolis, Minnesota campaigns.

3. SECTION IV. CONSTRAINTS is hereby modified by adding Paragraph H. and I. as follows:

- H. **The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. Contractor must throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:**

