

# AGENDA \*Revised

Added Consent Item V.2

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

Beginning Board Order No. 2017-154

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the Second Quarter of Fiscal Year 2018

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

1. Clackamas County Dog Services Presentation (Kristine Wallace, Sarah Holcombe)

**III. 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.)*

**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 Agreement No. 17-18515 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Community-based Clackamas County Transportation Consortium Members – *Social Services*
2. Approval of Agreement No.17-18529 with Ride Connection, Inc. to Provide Funding for Rides Provided by Volunteer Drivers under the Ride Together & Vets Drive Vets Programs – *Social Services*
3. Approval of an Agency Services Contract with Northwest Housing Alternatives, Inc. for Warming Center Services – *Social Services*
4. Approval of a Sub-recipient Grant Agreement with The Father's Heart Street Ministry for Warming Center Services – *Social Services*
5. Approval of Amendment No. 1 to the Service Agreement with Passport To Languages Partnering with Clackamas County Health Centers Division for Interpreter Services for the Clackamas County Health Centers Division Patients – *Health Centers*

6. Approval of Amendment No. 1 to an Intergovernmental Agreement with Clackamas County Community Corrections to Provide Behavioral Health Services to Community Corrections Consumers – *Health Centers*

**B. Department of Transportation & Development**

1. Approval of an Amendment to the 2016-2017 Intergovernmental Agreement with Metro to Implement the Fiscal Year 2017-2018 Annual Waste Reduction and Recycle at Work Program
2. Board Order No. \_\_\_\_\_ Approving the Subcontract between Bliss Sanitary Service Inc., and Hoodview Disposal & Recycling Inc. for Drop Box Services
3. Board Order No. \_\_\_\_\_ Approving the Transfer of Solid Waste Collection Franchise (70-4-C) held by Mel Deines Sanitary Service, Inc. to Hoodview Disposal & Recycling Inc.

**C. Finance Department**

1. Approval of Amendment No. 10 of the Contract Documents with Earthworks Landscape Service, Inc. for Landscape Maintenance Services for Clackamas County - *Procurement*

**D. Elected Officials**

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

**E. Disaster Management**

1. Approval of FY2017 Emergency Management Performance Grant between Clackamas County and the State of Oregon

**F. Technology Services**

1. Approval to Purchase Microsoft Enterprise Licenses from SHI International - *Procurement*

**V. DEVELOPMENT AGENCY**

1. Approval of a Contract with Tapani, Inc. for Construction of the Boyer Drive Extension Project - *Procurement*
- \*2. Consent to Assignment of Ownership Interest in a Portion of the Clackamas Town Center Property from GGP-TRS, LLC and Clackamas Mall, LLC to Dakota Legacy Group, LLC

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

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

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

December 21, 2017

Housing Authority Board of Commissioners  
Clackamas County

Members of the Board:

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

<b>Purpose/Outcomes</b>	Approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2018.
<b>Dollar Amount and Fiscal Impact</b>	\$9,101.00 in total collection losses.
<b>Funding Source</b>	N/A
<b>Duration</b>	October 1, 2017 – December 31, 2017
<b>Previous Board Action</b>	First quarter collection loss was approved by the Housing Authority Board of Commissioners on September 21, 2017.
<b>Strategic Plan Alignment</b>	1. Efficient & effective services 2. Build Public Trust through good government
<b>Contact Person</b>	Chuck Robbins, Executive Director, Housing Authority 503-650-5666
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests the approval to write off uncollectible rents, late charges and maintenance expenses for the second quarter of fiscal year 2018 (October 1, 2017 – December 31, 2017). The uncollectible amounts are detailed on the attached worksheets.

Uncollectible amounts for the second quarter of fiscal year 2018 will be \$7,966.00 for Low Rent Public Housing and \$1,135.00 for Local Project Fund. Of the total second quarter write offs, \$3,954.38 was for uncollected rents and \$5,146.62 was for maintenance repairs charged to tenants for repairs required to units before HACC could lease them to new tenants.

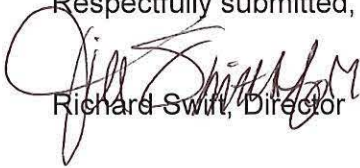
As a business practice, HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally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

The total amount proposed for transfer from Accounts Receivable to Collection Loss for the second quarter of fiscal year 2018 will be \$9,101.00.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Switt", is written over the typed name. The signature is fluid and cursive, with a large initial "R".

Richard Switt, Director



LRPH

Collection Loss for the period of

10/1/2017

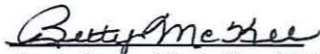
to

12/31/2017

Second Quarter of Fiscal Year 2018

DO NOT INCLUDE UNIT NO.'S/ SS#'S/OR NAMES ON COPY SENT WITH BBC LETTER

Unit #	SS #	Name	Rent	Sundry	Total
			-	70.09	\$ 70.09
			131.50	348.24	\$ 479.74
			2,277.68	1,316.28	\$ 3,593.96
			1,350.20	2,472.01	\$ 3,822.21
					\$ -
					\$ -
					\$ -
<b>Total Write-off</b>			<b>3,759.38</b>	<b>4,206.62</b>	<b>7,966.00</b>

  
Accounting Specialist 1 - Betty McKee

  
Deputy Director of Finance - Jason Kirkpatrick

  
Executive Director - Chuck Robbins



December 21, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Agreement #17-18515 with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by Community-based Clackamas County Transportation Consortium members

<b>Purpose/Outcomes</b>	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
<b>Dollar Amount and Fiscal Impact</b>	Agreement Amount \$35,000. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
<b>Funding Source</b>	Federal Transit Administration 5310 Grant. No County General Funds are involved
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	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.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8605

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #17-18515 with Ride Connection, Inc. to provide funding for vehicle maintenance of the vehicles owned by Ride Connection and operated by community-based members of the Clackamas County Transportation Consortium. This contract will provide funding to reimburse Consortium members for the routine maintenance of these vehicles used for transportation services provided to seniors and persons with disabilities.

Transportation services are offered to area seniors and persons with disabilities who have limited or no access to public transportation. Any disabled adult, or person over the age of 60, living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Transportation services provide a link for residents to access other services that meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

This contract is late due to Ride Connection not being able to release agreements/modifications to its sub-contractors until their funding source released their contract and approved the Subrecipient

agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its contracts for FY17-18. County Council reviewed and approved this agreement on 12/5/17. No County General Funds are involved.

**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

**SERVICES AGREEMENT #17-18515  
BETWEEN  
RIDE CONNECTION INC. and Clackamas County Consortium**

**PARTIES:**

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County Consortium ("Subrecipient")

**RECITALS:**

- A. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
- B. Oregon Department of Transportation ("ODOT") has made funds available to Ride Connection pursuant to the Federal Transportation Administration Program for Enhanced Mobility of Seniors and Individuals With Disabilities, 49 U.S.C. §5310 ("5310 Funds"). Ride Connection is a pass-through recipient of these funds through Grant Agreement/Contract No. 32207 (the "Prime Contract") from ODOT.
- C. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in whole or part shall be from 5310 Funds.

**AGREEMENTS:**

**1. General**

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
  - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.



- B. Scope of Services and Changes - Subrecipient is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Terms and Conditions, attached as Exhibit B. Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Subrecipient's independent obligation to follow all applicable laws as required by this section. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- (1) In the event that any audit or review of Subrecipient's records reveals a variance of Five Percent (5%) or more in cost overruns or charges in excess of any agreed upon price, then Ride Connection's costs of audit or review shall be reimbursed immediately by Subrecipient.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7.
- (1) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this

Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

- (2) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (3) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

- F. ODOT Not A Party - Subrecipient and Ride Connection acknowledge and agree that notwithstanding any concurrence by ODOT in or approval of the solicitation or award of this Agreement, absent the express written consent by ODOT, ODOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Covered Agreement - This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that none of Subrecipient, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. By signing this Agreement, Subrecipient makes a material representation of fact relied upon by Ride Connection that Subrecipient has complied with 49 CFR Part 29. If it is later determined that Subrecipient knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to Ride Connection, ODOT and the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Subrecipient is required to comply with 49 CFR 29, Subpart C throughout the term of this Agreement, and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.

## **2. Inspection of Records and Services**

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and

supporting materials as the Federal government, ODOT or Ride Connection may require. Subrecipient shall permit Ride Connection, ODOT or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to and shall provide a copy of records maintained by Subrecipient under this Agreement.

B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement.

(1) Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, ODOT, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.

(1) The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of their duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party

contract under this Agreement a provision to this effect.

- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

### **3. Reporting Requirements**

- A. Monthly reports shall be due on the 20<sup>th</sup> day after the end of the preceding month.
- B. Reports may include any of the following types of information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Subrecipient.

### **4. Compensation**

- A. **Agreed Price** - The maximum funding to be disbursed to Subrecipient under this Agreement is \$35,000.00. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from ODOT for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. **Payment Terms** - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to timely apply for payment from ODOT. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.
- C. **Withholding** - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in Section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT or otherwise incur costs from ODOT withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services

covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

**5. Independent Contractor**

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

**6. Confidential Information**

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

**7. Indemnification**

A. Indemnified Conditions – Subject to the Oregon Tort Claims Act and the Oregon Constitution, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, ODOT, Ride Connection and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:

- (i) Bodily injury or death to any person;
- (ii) Property damage to any personal or real property owned by anyone;
- (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;



- (iv) Infringement of any intellectual property or other third party rights;
  - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
  - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, ODOT, Ride Connection and their directors, officers, employees and agents (the "Indemnitees") from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, ODOT, or Ride Connection, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, or Ride Connection.
- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

## **8. Workers Compensation**

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

**9. Insurance**

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$115,800/\$579,000 property damage and \$1,412,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:
- (1) Commercial General Liability (CGL) Insurance covering bodily injury and property damage with a limit of not less than \$1,000,000 each occurrence, and aggregate of \$2,000,000.
  - (2) Business Auto Liability Insurance covering Bodily injury, Death and Property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
  - (3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
  - (4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
  - (5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and ODOT's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub

agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

- (6) The insurance required under this Paragraph shall:

Include Ride Connection, ODOT, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement; and

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

#### **10. Claims, Notice.**

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to ODOT.
- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.
- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing.

#### **11. Termination**

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement,

or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;

- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- E. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- F. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
- G. Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

## **12. Compliance with Laws**

Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (v) the Clean Air Act (42 U.S.C. 7401-7671q); (vi) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vii) Executive Order 11738; (viii) Environmental Protection Agency regulations (40 CFR part 15); and (ix) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.

Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act ("SCA"), for which it is Subrecipient's sole responsibility to determine if the SCA applies to it and the Services. Ride

Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient's compliance with this Section.

ODOT Conflict of Interest Guidelines - If required applicable by ODOT, Subrecipient and its subcontractors shall comply with the ODOT Conflict of Interest ("COI") Guidelines and COI Disclosure Form. Subrecipient and, to the best of the undersigned's information, knowledge and Subrecipient's Associates (as defined in the COI Guidelines) are in compliance with and have no disclosures required per the COI Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx>); Subrecipient also confirms that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**13. Term**

This Agreement shall begin on 7/1/2017 and shall remain in effect through 6/30/2018 unless terminated sooner under the provisions of this Agreement.

**14. Communications**

All communications between the parties regarding this Agreement shall be directed to the parties' as indicated below:

Ride Connection:  
Dean Orr  
Ride Connection  
9955 NE Glisan St.  
Portland, OR 97220

Subrecipient:  
Stefanie Reid  
Clackamas County Consortium  
2051 Kaen Rd  
Oregon City, OR 97045-1819

**15. No Third Party Beneficiary**

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.



**16. Assignment**

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

**17. Governing Law**

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

**18. Dispute Resolution**

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. Arbitration - In the event that the parties are unable to settle the dispute through negotiation and mediation as set forth above, either party may seek final resolution through binding arbitration pursuant to the Commercial Arbitration Rules of the Arbitration Service of Portland, Inc. for one arbitrator. The arbitrator's decision shall be binding, final, and enforceable by any court with appropriate jurisdiction in accordance with the Rules of the Arbitration Serviced of Portland, Inc.

- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. Arbitration - In the event that the parties are unable to settle the dispute through negotiation and mediation as set forth above, either party may seek final resolution through binding arbitration pursuant to the Commercial Arbitration Rules of the Arbitration Service of Portland, Inc. for one arbitrator. The arbitrator's decision shall be binding, final, and enforceable by any court with appropriate jurisdiction in accordance with the Rules of the Arbitration Service of Portland, Inc.
- D. Costs and Award – The prevailing party in any arbitration shall be eligible for the award of all dispute resolution costs and expenses, including attorney's fees through all tiers of dispute resolution, including mediation, if so awarded by the arbitrator or court of jurisdiction.

**19. Entire Agreement/Authority**

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

**20. Severability**

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**21. Surviving Provisions**

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6

(Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 22 (Surviving Provisions).

**22. Prompt Payment**

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

**23. Agreement Documents**

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

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

**WISHING TO BE LEGALLY BOUND**, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

**RIDE CONNECTION, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**  
 Commissioner: Jim Bernard, Chair  
 Commissioner: Sonya Fischer  
 Commissioner: Ken Humbertson  
 Commissioner: Paul Savas  
 Commissioner: Martha Schrader  
**Signing on Behalf of the Board:**

By: \_\_\_\_\_  
 Rich Swift, Director  
 Health, Housing and Human Services

Dated: \_\_\_\_\_

**Approved to Form:**

By: Kathleen Rastetter via email  
 Clackamas County Council

Dated: 12/5/17

December 21, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Agreement #17-18529 with  
Ride Connection, Inc. to Provide Funding for Rides Provided by  
Volunteer Drivers under the Ride Together and Vets Drive Vets Programs

<b>Purpose/Outcomes</b>	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
<b>Dollar Amount and Fiscal Impact</b>	Agreement Amount \$10,850. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
<b>Funding Source</b>	Federal Transit Administration 5310 Grant. No County General Funds are involved
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	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.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	8604

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #17-18529 with Ride Connection, Inc. This contract provides funding for rides provided throughout the County by volunteer drivers of the Clackamas County Transportation Consortium. This Agreement provides continued funding for FY2017-18 to pay a mileage reimbursement stipend to volunteer drivers of the Ride Together and Vets Driving Vets programs for transportation services they provide to Clackamas County seniors and persons with disabilities. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Ride Together and Vets Driving Vets programs provide an additional flexible resource to these residents. Someone in need of transportation services who has a friend or neighbor who is willing to meet some of their transportation needs can register with the Social Services TRP program. After completing a background check and training, the driver can be reimbursed for approved mileage. The Rider and Driver coordinate the dates and times of

these rides which provides the flexibility to meet the Riders evening and weekend transportation needs that other programs cannot currently provide. These volunteer drivers undergo the same screening and receive the same training as all the other Clackamas County Transportation Consortium volunteer and paid drivers.

This contract is late due to Ride Connection not being able to release agreements/modifications to its sub-contractors until their funding source released their contract and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its contracts for FY17-18. County Council reviewed and approved this agreement on 12/5/17. No County General Funds are involved.

**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



**SERVICES AGREEMENT #17-18529  
BETWEEN  
RIDE CONNECTION INC. and Clackamas County Consortium**

**PARTIES:**

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County Consortium ("Subrecipient")

**RECITALS:**

- A. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
- B. Oregon Department of Transportation ("ODOT") has made funds available to Tri-County Metropolitan Transportation District of Oregon ("TriMet") pursuant to the Federal Transportation Administration Program for Enhanced Mobility of Seniors and Individuals With Disabilities, 49 U.S.C. §5310 ("5310 Funds"). Ride Connection is a pass-through recipient of these funds through Grant Agreement/Contract No. JP170346ZC (the "Prime Contract") from TriMet.
- C. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
- D. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from 5310 Funds.

**AGREEMENTS:**

**1. General**

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
  - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable

to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.

- B. Scope of Services and Changes - Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- (1) In the event that any audit or review of Subrecipient's records reveals a variance of Five Percent (5%) or more in cost overruns or charges in excess of any agreed upon price, then Ride Connection's costs of audit or review shall be reimbursed immediately by Subrecipient.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7.
- (1) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT

regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

- (2) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.
- (3) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

- F. TriMet Not A Party - Subrecipient and Ride Connection acknowledge and agree that notwithstanding any concurrence by TriMet in or approval of the solicitation or award of this Agreement, absent the express written consent by TriMet, TriMet is not a party to this Agreement and shall not be subject to any obligations or liabilities to Subrecipient, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Covered Agreement - This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that none of Subrecipient, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. By signing this Agreement, Subrecipient makes a material representation of fact relied upon by Ride Connection that Subrecipient has complied with 49 CFR Part 29. If it is later determined that Subrecipient knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to Ride Connection, TriMet and the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Subrecipient is required to comply with 49 CFR 29, Subpart C throughout the term of this Agreement, and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.

**2. Inspection of Records and Services**

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, ODOT or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to and shall provide a copy of records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement.
- (1) Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.
- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, ODOT, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.
- (1) The periods of access and examination described in subparagraphs A and B of this

Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

### **3. Reporting Requirements**

- A. Monthly reports shall be due on the 20<sup>th</sup> day after the end of the preceding month.
- B. Reports shall include complete information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Subrecipient.

### **4. Compensation**

- A. **Agreed Price** - The maximum funding to be disbursed to Subrecipient under this Agreement is \$10,850.00. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. **Payment Terms** - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.
- C. **Withholding** - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require

Ride Connection to reimburse funds to TriMet or otherwise incur costs from TriMet withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

## **5. Independent Contractor**

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

## **6. Confidential Information**

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

## **7. Indemnification**

- A. Indemnified Conditions - Subject to the Oregon Tort Claims Act and the Oregon Constitution, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the "Indemnitees") from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:

- (i) Bodily injury or death to any person;
  - (ii) Property damage to any personal or real property owned by anyone;
  - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
  - (iv) Infringement of any intellectual property or other third party rights;
  - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
  - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the "Indemnitees") from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, or Ride Connection, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, or Ride Connection.
- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

## **8. Workers Compensation**

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS

656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

## 9. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$115,800/\$579,000 property damage and \$1,412,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:
- (1) Commercial General Liability (CGL) Insurance covering bodily injury and property damage with a limit of not less than US\$1,000,000 each occurrence, and aggregate of US\$2,000,000.
  - (2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
  - (3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
  - (4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
  - (5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months



following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

- (6) The insurance required under this Paragraph shall:

Include Ride Connection, TriMet, ODOT, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and

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

## **10. Claims, Notice**

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).
- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.
- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing.

## **11. Termination**

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- C. Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- D. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- E. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- F. Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
- G. Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

## **12. Compliance with Laws**

Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (i) Title VI of the Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (v) the Clean Air Act (42 U.S.C. 7401-7671q); (vi) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vii) Executive Order 11738; (viii) Environmental Protection Agency regulations (40 CFR part 15); and (ix) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.

Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not

limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act ("SCA"), for which it is Subrecipient's sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient's compliance with this Section.

ODOT Conflict of Interest Guidelines - If required applicable by ODOT, Subrecipient and its subcontractors shall comply with the ODOT Conflict of Interest ("COI") Guidelines and COI Disclosure Form. Subrecipient and, to the best of the undersigned's information, knowledge and Subrecipient's Associates (as defined in the COI Guidelines) are in compliance with and have no disclosures required per the COI Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx>); Subrecipient also confirms that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**13. Term**

This Agreement shall begin on 7/1/2017 and shall remain in effect through 6/30/2018 unless terminated sooner under the provisions of this Agreement.

**14. Communications**

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

Ride Connection:  
Dean Orr  
Ride Connection  
9955 NE Glisan St.  
Portland, OR 97220

Subrecipient:  
Stefanie Reid  
Clackamas County Consortium  
2051 Kaen Rd  
Oregon City, OR 97045-1819

**15. No Third Party Beneficiary**

Ride Connection and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**16. Assignment**

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

**17. Governing Law**

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

**18. Dispute Resolution**

A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.

- D. Costs and Award - The prevailing party in any arbitration shall be eligible for the award of all dispute resolution costs and expenses, including attorney's fees through all tiers of dispute resolution, including mediation, if so awarded by the arbitrator or court of jurisdiction.

**19. Entire Agreement/Authority**

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

**20. Severability**

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**21. Surviving Provisions**

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 22 (Surviving Provisions).

**22. Prompt Payment**

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

**23. Agreement Documents**

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

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements
- Exhibit G: Vehicle Maintenance Requirements and Program (signature required)
- Exhibit H: Vehicle and Equipment Information and Inventory

**WISHING TO BE LEGALLY BOUND**, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

**RIDE CONNECTION, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

By: \_\_\_\_\_ |  
Rich Swift, Director  
Health, Housing and Human Services

Dated: \_\_\_\_\_

**Approved to Form:**

By: Kathleen Rastetter via email  
Clackamas County Council

Dated: 12/5/17

December 21, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Agency Services Contract with  
Northwest Housing Alternatives, Inc. for Warming Center Services

<b>Purpose/Outcomes</b>	Contractor will provide overnight warming center and day center services to un-housed families in Clackamas County during periods of extreme cold.
<b>Dollar Amount and Fiscal Impact</b>	\$34,438.95
<b>Funding Source</b>	State of Oregon Housing and Community Services, State Homeless Assistance Program funds and County General Funds.
<b>Duration</b>	December 4, 2017 through February 28, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8599

**BACKGROUND:**

Social Services Division of the Health, Housing and Human Services Department requests approval of an Agency Services Agreement with Northwest Housing Alternatives, Inc. (NHA). The Board approved an emergency housing declaration on November 7, 2017. NHA is proposing to offer overnight warming center services to un-housed families in Clackamas County during periods of extreme cold.

Funds for this agreement are from the State of Oregon Housing and Community Services, State Homeless Assistance Program funds and County General Funds. This agreement is effective December 4, 2017 through February 28, 2018, in the amount of \$34,438.95. This has been approved by counsel on December 12, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

## AGENCY SERVICE CONTRACT

### Contract # 8599

This contract is between Clackamas County, acting by and through its department of Health, Housing, & Human Services, Social Services Division, hereinafter called "COUNTY," and Northwest Housing Alternatives, Inc., hereinafter called "AGENCY."

#### I. SCOPE OF SERVICES

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

Provide an overnight warming center to serve un-housed individuals in Clackamas County during periods of extreme cold as more fully described in *Exhibit A: Scope of Work & Performance Standards* attached hereto.

B. Services required under the terms of this agreement shall commence **December 4, 2017** of this agreement and shall terminate **February 28, 2018**.

#### II. COMPENSATION AND RECORDS

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in *Exhibit A* and completing the requirements of *Exhibit B: Reporting Requirements* attached hereto.

a. Total maximum compensation under this contract shall not exceed **\$34,438.95** for start-up, facility, fire/life safety, direct client assistance, and personnel costs.

i. Start-up/operating support in the amount of **\$2,934.00**.

ii. For overnight warming center services, each night the warming center is opened under conditions as described and authorized by COUNTY in *Exhibit A*, costs as outlined in *Exhibit C* and **Attachment 1** not to exceed **\$24,004.95** as follows:

1. Facility costs will be paid based on per night open at a rate of \$66.25 per night, not to exceed \$2,981.25.
2. Direct Client assistance costs will be paid based on actual expenses, not to exceed \$1,080.
3. Personnel costs will be paid based on staffing costs for each night open not to exceed \$19,943.70.

iii. Day shelter will be paid at **\$25.00** per individual for day center services based on the number of individuals in warming center the previous night. Day shelter opening is dependent on severe weather conditions as approved by COUNTY. Maximum compensation for day shelter not to exceed **\$7,500**.

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

B. Method of Payment. To receive payment, AGENCY shall submit invoices and accompanying reports as follows:

As required in *Exhibit B: Reporting Requirements* and *Exhibit C: Budget*.



Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should 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, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for causes may continue until AGENCY submits required reports, performs required services, or establishes COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of 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. 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 AGENCY which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

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

### III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. AGENCY shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in **Exhibit D, Special Requirements**, attached hereto and incorporated herein. AGENCY 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 AGENCY'S warranty, in this contract that AGENCY 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:

1. Termination of this contract, in whole or in part;
2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to AGENCY, in an amount equal to COUNTY'S setoff right, without penalty; and
3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. COUNTY shall be entitled to recover any and all damages suffered as the result of AGENCY'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 COUNTY may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

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

- C. Subcontracts. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from COUNTY.
- D. Independent Contractor. AGENCY certifies that it is an independent contractor and not an employee or agent of Clackamas County, State or Oregon or Federal government. AGENCY is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of AGENCY.
- E. Tax Laws. AGENCY 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:
  - 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - 2. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, to AGENCY'S property, operations, receipts, or income, or to AGENCY'S performance of or compensation for any work performed by AGENCY;
  - 3. Any tax provisions imposed by a political subdivision of this state that applied to AGENCY, or to goods, services, or property, whether tangible or intangible, provided by AGENCY; and
  - 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

#### IV. GENERAL CONDITIONS

- A. Indemnification. AGENCY agrees to indemnify, save, hold harmless, and defend COUNTY and its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demands attributable in whole or in part to the acts or omissions of AGENCY, and AGENCY'S officers, agents and employees, in performance of this contract.

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

- B. Insurance.

- 1. Commercial General Liability Insurance

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 COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2. Commercial Automobile Insurance

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.

3. Professional Liability Insurance

Required by COUNTY       Not required by COUNTY

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

4. Tail Coverage. If 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 AGENCY'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 its retroactive date is on or before the effective date of this contract.

5. Additional Insured Provision. 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.

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

7. Insurance Carrier Rating. Coverages provided by AGENCY must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

8. Certificates of Insurance. As evidence of the insurance coverage required by this contract, AGENCY 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.

9. Primary Coverage Clarification. AGENCY's coverage will be primary in the event of a loss.

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

C. Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and AGENCY that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a

federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY by execution of this agreement consents to the in personam jurisdiction of said courts.

- D. 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.
- E. Severability. If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- F. Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.
- G. Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
- H. Oregon Constitutional Limitations. 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 provision herein, which would conflict with such law, is deemed inoperative to that extent.
- I. Oregon Public Contracting Requirements. Pursuant to the requirements of ORS 279B.020 and ORS 279B.220 through 279B.235 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 performance of this contract.
    - c. not permit any lien or claim to be filed or prosecuted against 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 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 contract.
  - 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;


- b. 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
  - c. for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
- 4. AGENCY shall pay employees at least time and a half for all overtime work performed under this agreement in excess of 40 hours in any one week, except for individuals under person services contracts who are excluded under ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 to 209) from receiving overtime.
  - 5. As required by ORS 279B.230, AGENCY shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of AGENCY, of all sums that 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.
  - 6. **Workers' Compensation.** All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. AGENCY shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.
- J. **Ownership of Work Product.** All work products of the AGENCY which result from this contract are the exclusive property of COUNTY.
  - K. **Integration.** This contract contains the entire agreement between COUNTY and AGENCY and supersedes all prior written or oral discussions or agreements.
  - L. **Successors in Interest.** The provisions of this contract shall not be binding upon or inure to the benefit of AGENCY's successors in interest without COUNTY's explicit written consent.
- V. **TERMINATION**
- A. **Termination Without Cause.** This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days' notice, in writing and delivered by certified mail or in person.
  - B. **Termination With Cause.** COUNTY, by written notice of default (including breach of contract) to AGENCY, may terminate this agreement effective upon delivery of written notice to AGENCY, or at such later date as may be established by 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 agreement.
    - 3. If any license or certificate required by law or regulation to be held by AGENCY to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

- 4. If AGENCY fails to provide services, outcomes, reports as specified by COUNTY in this agreement.
- 5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

This contract consists of five (5) sections plus the following attachments which by this reference are incorporated herein:

- Exhibit A: Scope of Work and Performance Standards
- Exhibit B: Reporting Requirements
- Exhibit C: Budget
- Exhibit D: Special Requirements
- Attachment 1: Approved Budget & Invoice Template
- Attachment 2: HMIS Data Collection Template for Entry
- Attachment 3: HMIS Data Collection Template for Re-Entry
- Attachment 4: Sign-In Sheet

**AGENCY**

By:   
\_\_\_\_\_  
Martha McLennan, Executive Director  
12-6-17  
\_\_\_\_\_  
Date  
2316 SE Willard Street  
\_\_\_\_\_  
Street Address  
Milwaukie, Oregon 97222  
\_\_\_\_\_  
City / State / Zip  
(503)655-8600 /  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department  
\_\_\_\_\_  
Date

December 21, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with  
The Father's Heart Street Ministry for Warming Center Services

<b>Purpose/Outcomes</b>	Contractor will provide overnight warming center services to un-housed individuals in Clackamas County during periods of extreme cold.
<b>Dollar Amount and Fiscal Impact</b>	\$20,489
<b>Funding Source</b>	Emergency Food and Shelter Program (EFSP) grant funds. No general funds are involved.
<b>Duration</b>	December 1, 2017 through January 31, 2018
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	8569

**BACKGROUND:**

Social Services Division of the Health, Housing and Human Services Department requests approval of a Subrecipient Grant Agreement with The Father's Heart Street Ministry (FH). FH will provide overnight warming center services to un-housed individuals in Clackamas County during periods of extreme cold.

This agreement is funded with Emergency Food and Shelter Program (EFSP) grant funds from the Federal Department of Homeland Security for the express purpose to serve the hungry and homeless population.

This Subrecipient Agreement is effective December 1, 2017 through January 31, 2018. The reason for the retroactive effective date is the funding received allows for expenses to be paid back to December 1, 2017. The value of the agreement is \$20,489. This agreement was approved by County Counsel on December 13, 2017. There are no County General Funds involved.

**RECOMMENDATION:**

Staff recommends approval of this Subrecipient Agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing and Human Services Department

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 18-028**

Project Name: **Emergency Food And Shelter Program Phase 34**

Project Number:

This Agreement is between **Clackamas County**, Oregon, acting by and through its  
Department of Health, Housing and Humans Services, Social Services Division,  
and **The Father's Heart Street Ministry**, an Oregon Nonprofit Corporation.

**Clackamas County Data**

Grant Accountant: **Sue Aronson**

Program Manager: **Teresa Christopherson**

Clackamas County – Finance

Clackamas County – H3S Social Services Division

2051 Kaen Road

PO Box 2950

Oregon City, OR 97045

Oregon City, OR 97045

(503)742-5421

503-650-5718

suea@clackamas.us

teresachr@co.clackamas.or.us

**Subrecipient Data**

Finance/Fiscal Representative: **Marty Gant**

Program Representative: **Jennifer Manning**

The Father's Heart Street Ministry

The Father's Heart Street Ministry

603 12<sup>th</sup> Street

603 12<sup>th</sup> Street

Oregon City, OR 97045

Oregon City, OR 97045

503-722-9780

503-722-9780/971-940-5476

mgant@daywireless.com

jennmanning81@gmail.com

DUNS: 363569976

**RECITALS**

1. Whereas homelessness remains a persistent problem in most of Clackamas County, including urban, rural and suburban areas;
2. Whereas homelessness affects some of the most vulnerable Clackamas County residents, with almost half of the identified homeless being children under the age of 18, and significant numbers of veterans, people with disabilities, women fleeing domestic violence and older adults suffering homelessness;
3. Whereas homeless individuals are frequent victims of crime and often experience health problems;
4. Whereas many homeless adults want to work but are not employable without a safe place to sleep at night;
5. Whereas Clackamas County ("COUNTY") has received federal funding under the Emergency Food and Shelter Program ("EFSP"), authorized by the Stewart B. McKinney Homeless Assistance Act of 1987, as amended, Title 3, Section 301, Public Law 100-77, 42 U.S.C 11331-11346. The EFSP was created in 1983 to supplement and expand the work of local social service agencies, both nonprofit and governmental, in an effort to help people with economic (rather than disaster-related) emergencies.



6. Whereas funding provided in this award is intended to supplement costs associated with the provision of winter shelter services in Oregon City, Oregon, operated by The Father's Heart Street Ministry ("SUBRECIPIENT"), in order to provide winter shelter services to individuals who are un-housed and at risk of serious harm due to winter weather conditions in Clackamas County.
7. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### **AGREEMENT**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than **December 1, 2017** and not later than **January 31, 2018**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in with the requirements of the EFSP award number 34-7080-00 005 (Federal award date: 10/03/17) that is the source of the grant funding, in addition to Award Special Terms and Conditions, Program Information, and EFSP Manuals, Addenda, and other required information in Exhibits A-F, which are attached to and made a part of this agreement by this reference.
4. **Grant Funds.** COUNTY's funding for this Agreement is the EFSP 34 (Catalogue of Federal Domestic Assistance [CFDA] #: 97.024) issued to the COUNTY by the United Way on behalf of the U.S. Department of Homeland Security. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$20,489.00**. This is a fixed unit price grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.
7. **Funds Available and Authorized.** COUNTY certifies that it has received an award sufficient to fund this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority

**The Father's Heart Street Ministry (8569)**

Subrecipient Grant Agreement – 18-028 EFSP Phase 34

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sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
  - c) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not the SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - h) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable for this award.
  - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
  - j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.

**The Father's Heart Street Ministry (8569)**

Subrecipient Grant Agreement – 18-028 EFSP Phase 34

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- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit D for each specified period during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, the SUBRECIPIENT will also submit a copy of the audit to the COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

**The Father's Heart Street Ministry (8569)**

Subrecipient Grant Agreement – 18-028 EFSP Phase 34

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- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for EFSP Phase 34, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

**10. Compliance with Applicable Laws**

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.



- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - Procure a commercial sex act during the period of time the award is in effect; or
  - Used forced labor in the performance of the Agreement or subaward under this Agreement.

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

## **11. Federal and State Procurement Standards**

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which

are incorporated by reference herein.

- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into the COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000, or SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of the agreement, Personal auto coverage. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

**The Father's Heart Street Ministry (8569)**

Subrecipient Grant Agreement – 18-028 EFSP Phase 34

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- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
  - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
  - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
  - 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
  - 11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

**The Father's Heart Street Ministry (8569)**

Subrecipient Grant Agreement – 18-028 EFSP Phase 34

Page 9 of 18

- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between the COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

*(Signature Page Follows)*



SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

THE FATHER'S HEART STREET MINISTRY

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Jim Bernard, Chair

By: Marty Gant  
Marty Gant, President

Dated: \_\_\_\_\_

Dated: 12/13/17

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By: [Signature]  
County Counsel

Dated: 13 Dec 2017

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Award Special Terms and Conditions
- Exhibit F: EFSP Phase 34 Manual

December 21, 2017

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Service Agreement with  
Passport To Languages partnering  
with Clackamas County Health Centers Division  
for interpreter services to the Clackamas County Health Centers Division patients

<b>Purpose/Outcomes</b>	Provide interpreter services to the Clackamas County Health Centers Division (CCHCD) clients utilizing various media to ensure access to an interpreter who specializes in the requested language.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$220,000. This agreement is funded through revenue generated from the fees for services provided at CCHCD.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2018
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	There has been no previous Board action.
<b>Contact Person</b>	Deborah Cockrell, FQHC Director – 503-742-5495
<b>Contract No.</b>	8370

**BACKGROUND:**

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of an Amendment #1 to the Professional Services Agreement with Passport To Languages for interpreter services for CCHCD patients.

Passport To Languages is used to provide interpreter services to the patients at the CCHCD clinics. These services are available by telephone, in writing or through video conferencing, depending on the language requested for interpretation. This amendment adds \$100,000 to the contract making a new total contract value of \$220,000. Additionally, this amendment adds an additional six months to the term of the existing agreement while an RFP is being developed. This amendment allows no disruption in services.

This agreement is effective upon signature and continues through June 30, 2018. County Counsel approved this agreement on December 12, 2017.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Director  
Health, Housing, and Human Services





December 21, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment # 1 to an Intergovernmental Agreement with  
Clackamas County Community Corrections  
to provide Behavioral Health Services to Community Corrections Consumers

<b>Purpose/Outcomes</b>	Provide mental health and substance abuse consultation and treatment services to targeted consumers served by Community Corrections Residential Services
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum is being increased by \$61,970 bringing the contract maximum to \$402,874.
<b>Funding Source</b>	No County General Funds are involved. Clackamas County Community Corrections will reimburse Clackamas County Health Centers Division for true and verifiable expenses.
<b>Duration</b>	Effective upon signature and terminates on June 30, 2018.
<b>Strategic Plan Alignment</b>	1. Efficient and Effective Services. 2. Ensure safe, healthy and secure communities
<b>Previous Board Action</b>	Previous Board Action on June 29, 2017. Agenda item 062917 – A4.
<b>Contact Person</b>	Tracy Garell, Behavioral Health Clinic Manager – 503-723-4803
<b>Contract No.</b>	8174-01

**BACKGROUND:**

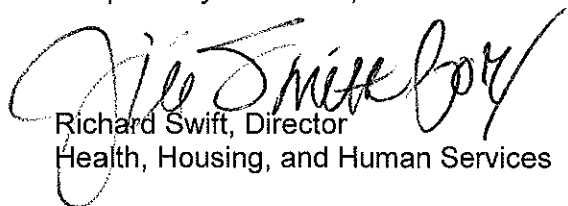
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to an Intergovernmental Agreement with Clackamas County Community Corrections for mental health services.

This amendment allows Clackamas County Health Centers Behavioral Health Clinics to provide mental health by funding the placement of an additional Mental Health Specialist for treatment services to targeted consumers served by Community Corrections' Residential Services.

**RECOMMENDATION:**

Staff recommends the Board's 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

**Contract Amendment**  
**Health, Housing and Human Services Department**

H3S Contract Number 8174 Board Agenda Number \_\_\_\_\_

and Date 12/11/17

Division Health Centers Amendment No. 1

Contractor Clackamas County Community Corrections - CSAP

Amendment Requested By Alison Bort & Tracy Garell

Changes:       Scope of Services                       Contract Budget  
                   Contract Time                                 Other \_\_\_\_\_

**Justification for Amendment:**

This Amendment updates the Scope of Work and Cooperation section and the Compensation section to reflect a change in the compensation by adding \$61,970 for the addition of one Mental Health Specialist till June 30, 2018. The total amount of the contract budget is being increased to a new contract maximum of \$402,874. The additional funding is from the SMASHA Grant to pay for these services to our clients.

This amendment is effective **upon signature** and continues through **June 30, 2018**.

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

**AMEND:**

II. SCOPE OF WORK AND COOPERATION

B. CCHCD will:

- 6. With funds available from CCCC Residential Services, CCHCH will provide agency consultation services and substance abuse group treatment. This also includes mental health services as needed for those with significant mental health issues. Services will be delivered on site by 3 Mental Health Specialists (120 hours per week).

III. COMPENSATION

- A. CCCC agrees to pay CCHCD an amount not to exceed \$340,904.00 for the services described in Section II.B, and Clinical supervision listed in C.

VII. TERM OF AGREEMENT

This agreement consists of seven (7) sections and the following Exhibit which by this reference is incorporated herein.

Exhibit A      Budget

**TO READ:**

II. SCOPE OF WORK AND COOPERATION

C. CCHCD will:

- 7. With funds available from CCCC Residential Services, CCHCH will provide agency consultation services and substance abuse group treatment. This also includes mental health services as

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**

*Intra-Agency Agreement #8174 – Amendment #02*

Page 2 of 3

needed for those with significant mental health issues. Services will be delivered on site by 4 Mental Health Specialists (160 hours per week).

**III. COMPENSATION**

- a. CCCC agrees to pay CCHCD an amount not to exceed **\$402,874.00** for the services described in Section II.B, and Clinical supervision listed in C.

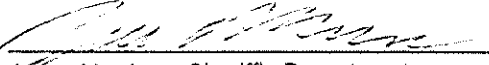
**VIII. TERM OF AGREEMENT**

This agreement consists of seven (7) sections and the following Exhibit which by this reference is incorporated herein.

Exhibit A      Budget (*Revised*)

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

**CLACKAMAS COUNTY  
COMMUNITY CORRECTIONS**

By:   
Jenna Morrison, Sheriff's Department  
*Director, Community Corrections*

\_\_\_\_\_  
Date  
1024 Main Street  
Street Address  
Oregon City, OR 97045  
City/State/Zip  
503-655-8725 /  
Phone / Fax

**CLACKAMAS COUNTY**

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

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services Department  
\_\_\_\_\_  
Date



**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**

*Intra-Agency Agreement #8174 – Amendment #01*

Page 3 of 3

H3S - Health Centers Division  
 CSAP Community Corrections Contract  
 Estimated Costing (FY 17-18)  
**Revised 11.6.17**

**Revenue:**

341090-FFS Medicaid (Unit 723 CSAP Phase 4)	40,800
341463-Client Fees	1,000
<b>Estimated Revenue Total</b>	<b>41,800</b>

**Expenses:**

Salary & Fringe	\$ 384,830
Estimated Temporary & Overtime Coverage	\$ 7,000
Estimated Workers Compensation	\$ 1,507
Estimated Casualty Insurance	\$ 2,375
Estimated H3S Indirects	\$ 7,162
<b>Estimated Expense Total</b>	<b>\$ 402,874</b>

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**Payable from CSAP to \$**  
**FQHC 402,874**

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**Notes:**

FY18 Personnel expenses is based on estimated hire date of Jan 1, 2018.

FY19 estimated Personnel annual expense is \$128,902 with Worker Compensation, Casualty Insurance, and H3S Indirect increasing incrementally.

~ Requested Increase from Intial Costing = 61,970

FY 17-18 Position Details	FTE	
Program Supervisor	0.05	\$ 5,918
MH Specialist 2 - Ware	1.00	\$ 120,006
MH Specialist 1 - Lapidus	1.00	\$ 91,704
MH Specialist 2 - Schmidt	1.00	\$ 105,232
MH Specialist 2 - <b>New</b> (Hired on or after 1.1.18)	1.00	\$ 61,970
Total Salary & Fringe		\$ 384,830



**SCOTT CAUFIELD, MANAGER**  
 RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

December 21, 2017

Board of Commissioners  
 Clackamas County

Members of the Board:

Approval of an Amendment to the 2016-2018 Intergovernmental Agreement with Metro to  
Implement the FY 17-18 Annual Waste Reduction and Recycle at Work Program

<b>Purpose/ Outcomes</b>	This IGA amendment provides funding and updates the County's solid waste, waste reduction and recycling work plan for 2017-2018, developed collaboratively each year with Metro.
<b>Dollar Amount and Fiscal Impact</b>	The IGA amendment provides for FY 17-18 funding of \$413,490.00. These funds disbursed by Metro partially offset the cost of meeting state requirements for a Solid Waste Management Plan and Oregon's Opportunity to Recycle Act.
<b>Funding Source</b>	Metro's Regional System Fees and County Solid Waste Franchise Fees.
<b>Duration</b>	July 1, 2017 – June 30, 2018
<b>Previous Board Action</b>	This amendment updates the IGA adopted by the BCC in October 2016 for the fiscal years 16-17 and 17-18. The BCC has approved a Solid Waste Management Plan and supplemental funding from Metro annually since 1991.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities. (BCC) 2. Honor, utilize, promote and invest in natural resources. (BCC) 3. Waste reduction and conservation of resources. (DTD-RCSW)
<b>Contact Person</b>	Eben Polk – Resource Conservation & Solid Waste (DTD) -- 742-4470
<b>Contract No.</b>	Metro Contract No. 934313 Amendment No. 1

**BACKGROUND:**

Annually Metro and local governments within the tri-county area collaborate to update and refine plans for waste reduction and recycling. The current IGA covers two fiscal years (FY17 and FY18). This amendment to the IGA covers FY18 funding and updates the work plan.

The annual plans are designed to meet the goals and objectives of our Regional Solid Waste Management Plan (RSWMP) which itself implements state policies for the provision of opportunities to recycle, and waste reduction. In its role as the lead agency for RSWMP implementation, Metro has approved the County's Annual Waste Reduction Plan for FY 17-18. The plans have two main components: the 'Annual Plan', which provides education and resources for residents and community members to participate in waste reduction and recycling, and the 'Recycle at Work' program which provides technical assistance to workplaces. As with FY 16-17, this amendment includes additional funds to work with food-related businesses.

In support of these annual plans, Metro redistributes revenue collected from disposal of garbage at Metro's owned and franchised facilities. The regional funding calculation is based on population (for the Annual Plan funds) and the number of employees (for Recycle at Work funds) in each jurisdiction. In addition the unincorporated area, the County meets the annual

responsibilities of the RSWMP and annual plans, for the Cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn, and Wilsonville, in exchange for the funds allocated for those jurisdictions by Metro.

These local agreements ensure that programs and customer service as experienced by residents and businesses, and communication with collection companies who provide service across jurisdictions, are consistent, efficient, and cost-effective.

This year the County's combined funding for the 'Annual Plan' work (\$203,790) and the Recycle at Work Program (\$133,689) increased by \$2,132 to \$335,347. An additional \$80,000 is included for work with businesses generating food scraps.

The IGA amendment replaces last year's scopes of work for community and commercial sector waste reduction and recycling programs, with a new scope of work (Attachment E). Also attached for reference are our agreements with Cities and the year-end FY 16-17 (Year 27) Annual Waste Reduction and Recycle at Work Reports.

The annual report offers details of the work accomplished using the funds distributed via this IGA. Highlights from the past year include:

- Enhancing recycling at 73 schools, providing 131 presentations and school-wide assemblies, reaching thousands of K-12 students.
- Providing containers for recycling at 89 events including sporting events, Molalla Buckeroo, County Fair and the Pick-a-Thon.
- Providing 500+ consultations and 1,900+ recycling and compost containers to businesses.
- Providing recycling and waste reduction resources to 93 multifamily communities.
- Hosting or supporting 4 Repair Fairs in 4 communities—a first for the County—in which residents help each other mend or fix clothes, small appliances, bikes and electronics.
- Master Recyclers volunteering 748 hours to do community outreach at 93 events.

These efforts align with the crucial services provided by our franchised solid waste collectors.

County Counsel reviewed and approved this contract as to form on October 24, 2017.

Although contracts and agreements must typically be signed before their effective date, the annual plan process in concert with Metro has historically incorporated signature during the work year.

**RECOMMENDATION:**

Staff recommends the Board of County Commissioners approve the FY 17-18 Plan and sign the Intergovernmental Agreement with Metro (No. 934313 Amendment No. 1) to fund the programs.

Respectfully submitted,



Eben Polk, Supervisor  
DTD-Resource Conservation & Solid Waste

Attachments:

IGA Amendment for BCC Signature  
FY 16-17 Combined Annual Reports to Metro  
City Letters of Understanding for Ongoing Outreach

# Amendment

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AMENDMENT NO. 1  
METRO CONTRACT NO. 934313

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN METRO AND CLACKAMAS COUNTY, hereinafter referred to as "County."

This Contract Amendment No. 1, dated September 20, 2017, hereby amends Metro Contract No. 934313 ("the Agreement").

In exchange for the promises and other considerations set forth in the Contract and in this Contract Amendment No. 1, the parties hereby agree as follows:

**A. Purpose**

The purpose of this Contract Amendment No. 1 is to modify (1) the Scope of Work for fiscal year 2017-18; and (2) the payment for services.

**B. Provisions of Contract Amendment No. 1**

1. Modification of Scope of Work:

Attachments A, B, C, and D to the Agreement for fiscal year 2016-17 as referenced in Paragraph 1 and Paragraph 3 of the Agreement are deleted and replaced with the updated Attachment E, which applies to fiscal year 2017-18 and is attached hereto.

In addition to the Scope of Work, County and Metro will determine what is needed to comply with changes to state law (OAR 340-090-0040 and ORS 459A as amended in 2015 by SB 263 which made fundamental changes to the Opportunity to recycle Act (ORS 459A) including revised material recovery and waste prevention goals and requirements for Oregon's municipalities and wastesheds.

2. Modification of Payment Provision:

The language of Section 4 of the Agreement is deleted and replaced with the following:

Payment for Services. Metro shall pay County \$413,490.00 for the work specified in the Agreement. Metro will pay this amount within 30 days of approving the County invoice.

**C. No Other Modifications**

Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. Any conflict between the provisions of this Contract Amendment No. 1, on the one hand, and the original Agreement, on the other hand, shall be resolved by reference to and reliance upon this Contract Amendment No. 1.

# Amendment



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AMENDMENT NO. 1  
METRO CONTRACT NO. 934313

## CLACKAMAS COUNTY

## METRO

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment E: Scope of Work**

### **Annual Waste Reduction Plan**

- a) Term: July 1, 2017 to June 30, 2018
- b) County's responsibilities. County shall:
  - 1. Ensure that by June 30, 2018, the activities specified in the Fiscal Year 2017-18 Metro and Local Government Annual Waste Reduction Work Plan have been completed.
  - 2. On or before August 1, 2018, submit the following:
    - A) A completed reporting worksheet.
    - B) Demonstrated compliance with OAR 340-090-0040 and the Regional Solid Waste Management Plan.
- c) Metro Responsibilities. Metro shall:
  - 1. Provide technical assistance to County as necessary to develop, execute, monitor, and evaluate the project.
  - 2. Provide assistance to County on promotional and educational activities.
  - 3. Monitor the general project progress and review as necessary, County's accounting records relating to project expenditures.

### **Recycle at Work Maintenance Funding**

- a) Term: July 1, 2017 to June 30, 2018
- b) County's responsibilities. County shall:
  - 1. Hire and train individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide technical assistance and business recycling requirement compliance services to businesses.
  - 2. Develop a Work Plan that identifies the County's strategy for targeting and recruiting businesses for assistance and compliance with Business Recycling Requirements.
  - 3. On or before August 1, 2018, submit a completed Work Plan reporting worksheet.
  - 4. Make resources available to businesses as appropriate for the County.

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AMENDMENT NO. 1  
METRO CONTRACT NO. 934313

5. Collect data for each business assisted that summarizes contact information and type of assistance provided. Data will be submitted in the Excel worksheet provided by Metro.
6. Prepare an annual progress report on the accomplishments of the business assistance including completed spreadsheet provided by Metro, staffing and expenditures and successes and challenges of commercial program and assistance.
7. Establish a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide written description to Metro.

Successes and Challenges

Provide narrative on successes and challenges in achieving desired outcomes.

Administrative Information—Expenditures and Staffing

Provide overall commercial expenditures to date and Metro grant funds spent for the current program year (July 1 through June 30). List staff working on business assistance, FTE, and source of funding for staff (Metro or local government).

- c) Metro Responsibilities. Metro shall:
1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the Recycle at Work maintenance program.
  2. Monitor the general program progress and review as necessary, County's accounting records relating to Recycle at Work program expenditures.
  3. Notify the County of Metro business assistance or pilots and any other business recruitment scheduled for the term of the IGA.
  4. Provide the County with standardized reporting forms for annual progress reports. The reporting forms will be used to record quantitative data generated from the information system and qualitative information.
  5. Review and revise the program goals and budget as needed in conjunction with the Solid Waste Directors.
  6. Conduct an evaluation of the program as needed, which may include on-site visits to businesses by Metro staff or independent third-party contractors.

**Targeted Business Sector Grant--Food Scraps**

- a) Term: July 1, 2017 to June 30, 2018
- b) County's responsibilities. County shall:

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AMENDMENT NO. 1  
METRO CONTRACT NO. 934313

1. Hire and train individuals as staff or contractors who work in the County's offices or external contractors whose primary responsibilities and duties are to provide technical assistance for composting, food waste prevention and donation with food-generating businesses.
  2. Participate in the Commercial Work Group (CWG) for the purpose of collaborating on multijurisdictional food-generating business assistance.
  3. Provide Metro with list of businesses jurisdiction intends to add or delete from list provided by Metro.
  4. Provide quarterly reports of assistance provided that will be included on the spreadsheet provided by Metro and any other success or challenges in a narrative form.
- c) Metro Responsibilities. Metro shall:
1. Provide resources and staff time to County to develop, execute, monitor, and evaluate the grant.
  2. Monitor the general grant progress and review as necessary.
  3. Convene and facilitate the quarterly CWG.
  4. Provide the County with standardized reporting forms for annual progress reports. The report forms will be used to record quantitative data generated from the information system and qualitative information.
  5. Review and revise as needed the program goals and budget in conjunction with the Solid Waste Directors.
  6. Conduct follow up survey of businesses engaged by the program, which may include on-site visits to businesses or phone calls by Metro staff or independent third-party contractors.



**Fiscal Year 2017-18  
Metro and Local Government  
Annual Waste Reduction Work Plan**

**May 9, 2017**

**I. Introduction**

Since 1990, Metro and its local government partners have developed cooperative plans to implement the region's waste prevention and recycling programs. These plans serve as one of the implementation tools for the Regional Solid Waste Management Plan (RSWMP) that provides direction for waste reduction programs for the metropolitan region. The Annual Waste Reduction Work Plan is the primary means by which Metro and local governments plan for waste prevention and recycling programs, projects and activities.

The region's waste reduction work is guided by the RSWMP, which envisions an evolution from today's end-of-the-pipe solid waste management practices to those that more holistically contribute to the sustainable use of natural resources. The need for Metro to play a lead role in driving this evolution has been reinforced by the Metro Council, Metro Auditor, and key partners, local governments and stakeholders. To that end, Metro is beginning to shift the emphasis of its policies and programs from end-of-life to upstream, focusing on implementation of waste prevention practices.

Metro and its local government partners are working to transition the Annual Waste Reduction Work Plan incrementally toward a focus on upstream waste prevention practices. It is likely that this transition will take several years to accomplish.

**II. Plan Structure & Format**

The Annual Work Plan is divided into two areas:

- Recycle at Work
- Maintenance & Expansion of Existing Programs

A. The **Recycle at Work** program is designed to address the individual needs, barriers and the particular circumstances affecting the business sector with regard to waste prevention, recycling and toxics reduction. Funding assistance is provided to local jurisdictions specifically for the Recycle at Work program. Allocations are based on the number of employees per jurisdiction derived from data supplied by the State of Oregon Employment Department. The Recycle at Work program provides waste prevention and recycling technical assistance to businesses in the region. In order to receive funding, local jurisdictions must:

8. Hire individuals as staff or contractors who work in the jurisdiction's offices or external contractors whose primary responsibilities and duties are to provide technical assistance and Business Recycling Requirement compliance services to businesses.

9. Develop a Local Outreach Plan that identifies the jurisdiction's strategy for targeting and recruiting businesses for Recycle at Work assistance, located in work plan template under Recycle at Work: Annual Local Outreach Plan. The plan must also include a focus on assisting the jurisdiction's government facilities and ensuring that each facility is in compliance with Business Recycling Requirement. Prepare an annual progress report on the accomplishments of the Recycle at Work program that will include:
  - Review of the Outreach Plan implementation.
  - Successes and challenges.
  - Administrative information (staff and expenditures), as outlined in the work plan template Section 2B.
  - A spreadsheet that includes the following data fields: name and address of businesses assisted, contact type (new or ongoing), type of assistance (resources delivered, onsite assistance, or phone/email), dates of assistance, and description of assistance using key words (e.g., paper recycling, durable dishware, etc.)
  - Compliance actions taken.

All of the elements above must be included in a Recycle at Work plan submitted to Metro.

10. Maintain a compliance program for the Business Recycling Requirement consistent with Section 2.6 of the administrative procedures for Metro Code Chapter 5.10 and provide a written description of the compliance program to Metro.

- B. The second area of the Annual Work Plan focuses on **Maintenance & Expansion of Existing Programs** through per capita grants to local governments. In order to maintain past successes, established programs must continue to be funded, staffed and maintained at the same time that new initiatives are introduced.

The funding assistance provided to local jurisdictions to maintain existing programs and expand waste prevention work is allocated on a per capita basis. Each jurisdiction receives an allocation based upon its percent of the region's total population and its level of compliance with state and regional requirements.

The objectives of the maintenance & expansion section are to maintain and increase recovery through support of existing and new local government recycling programs; support and expand waste prevention initiatives; provide an incentive for local governments to participate in regional waste reduction planning activities; and continue to ensure compliance with the RSWMP and state program elements for waste prevention and recycling programs.

Local governments will submit an overview of existing waste prevention and recycling programs in place; detailing the outreach, education and collection programs currently implemented and the efforts they will engage in to maintain and expand these programs. This will provide a comprehensive regional picture of existing programs in place as well as demonstrate compliance with the RSWMP and state law.

### **III. Required Compliance with the Regional Solid Waste Management Plan and State Law**

All local jurisdictions are required to comply with the provisions set forth in the RSWMP and to satisfactorily demonstrate compliance. These provisions include the Regional Service Standard and the Business Recycling Requirement.

Local jurisdictions must also demonstrate compliance with state law (OAR 340-090-0040 and ORS 459A as amended by SB 263). Metro has been designated by the State as the reporting agency for Clackamas, Multnomah and Washington Counties in their entirety and local jurisdictions shall provide data to Metro to assist with this annual reporting responsibility.

Metro will review Annual Reports for compliance with both the RSWMP and state law. Local jurisdictions that are out of compliance with the RSWMP and/or state law are not eligible for associated program funding assistance from Metro.

### **IV. Monitoring and Evaluation**

The Recycle at Work and Maintenance & Expansion of Existing Programs sections of the annual plan each have independent progress measurement and reporting scenarios tied to the specific tasks involved. These performance measures, combined with the annual Department of Environmental Quality Material Recovery Survey Report, are used to assess progress.

#### Recycle at Work

Recycle at Work has specific reporting requirements associated with the program.

#### Maintenance & Expansion of Existing Programs

Annual reports documenting efforts completed by local governments during FY 2017-18 shall be submitted to Metro no later than August 1, 2018. These annual reports serve as the basis for monitoring the status of existing programs and progress with regard to the RSWMP and required annual reporting to the Oregon Department of Environmental Quality.

The maintenance & expansion efforts shall also be reviewed based upon the following:

- Local governments shall implement waste prevention activities for each area of the residential and commercial sector.
- Local governments shall demonstrate compliance with the Regional Service Standard.
- Local governments shall identify and undertake a specific curbside recycling outreach activity for an existing local government program.
- Local government representatives shall participate in at least one regional waste reduction planning group (larger jurisdictions will tend to participate in more than one group).
- Local governments shall provide jurisdictional solid waste and recycling budget information to Metro.
- Curbside recovery levels shall be maintained or increased (total tons and per capita tons recovered and disposed).

**FY 2017-18  
RECYCLE AT WORK ANNUAL PLAN TEMPLATE**

Jurisdiction: Clackamas County

Contact: Eben Polk

**NOTE: In order to receive funding through this program, completed plans must be submitted to Metro no later than June 15, 2017.**

Complete the following table listing specific efforts planned for completion during this fiscal year. For additional goals, strategies and indicators copy and repeat the table format. For final report, include a narrative of successes, challenges and enforcement actions taken on Business Recycling Requirements.

Status Key:

- (O) Ongoing
- (R) Revised
- (N) New
- (C) Complete

<b>Annual Outreach Plan</b>	
<b>Target audience, goals, and outreach strategy</b>	<b>Status</b>
Government Facilities (required)	
Goals: Clackamas County, our cities and local school districts will be strong leaders in actively modeling sustainable business operations.	
Strategy: <ol style="list-style-type: none"> <li>1. Update new-hire orientation training materials and intranet content.</li> <li>2. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed.               <ul style="list-style-type: none"> <li>o Offer recycling refresher trainings at staff meetings, upon request.</li> </ul> </li> <li>3. Continue working with Facilities staff to maximize waste-reduction and recovery opportunities in county operations, including reviewing and discussing recycling access options for new construction and renovations.</li> <li>4. Continue educating County employees about recycling, toxics reduction and waste prevention through the Wellness, Safety and Sustainability Fair and other all county communications.</li> <li>5. Continue developing stronger relationships with our cities.               <ul style="list-style-type: none"> <li>o Work with cities to keep their education materials on the web and new hire onboarding materials current.</li> <li>o Encourage cities to participate in Leaders in Sustainability (LiS).</li> </ul> </li> </ol>	R O  O  O  O  O

<p>Indicator of success:</p> <ul style="list-style-type: none"> <li>• Human Resources has refreshed versions of new hire sustainability information and distributes the information to all new hires.</li> <li>• Progress is made on reducing the number of hand dispensers in county bathrooms by assisting facility staff with a pilot program for hand dryers.</li> <li>• Reach 300 county employees at our Wellness Fair table.</li> <li>• One city or department (such as WES or NCPRD) becomes certified.</li> </ul>	
New Businesses (required)	
Goal: Establish and grow our working relationships with new and existing businesses.	
<p>Strategy:</p> <ol style="list-style-type: none"> <li>6. Marketing and partnership development - Utilize mailings, advertising, Chamber of Commerce events, other membership organization (examples including Main Street Program Coordinators and City Business Alliance's), cold calling and newsletter content to draw new businesses into requesting our technical assistance.</li> <li>7. Lead generation – build a stronger network of leads that help us find out about new businesses <ul style="list-style-type: none"> <li>○ Continue working with our partners (Collectors, Cities, Health Department, Internal Permits Department, Chambers) to identify new businesses. Provide direct outreach to these businesses identified. <ul style="list-style-type: none"> <li>▪ Collaborate and develop information to include in our partners new business packets (Collector, Health Department, Economic Development Departments within Cities and the County) and ensure they remain stocked on informational flyers.</li> </ul> </li> <li>○ Identify new partnerships with organizations (examples including Energy Trust of Oregon, water providers (including WES), Oregon Film, BOMA and property managers) to help identify new leads.</li> </ul> </li> <li>8. Ongoing businesses – <ul style="list-style-type: none"> <li>○ Provide free technical assistance and resources to businesses and other institutions in the County</li> <li>○ Identify a list of businesses who are candidates for cold calls that we haven't visited within the past two years, to inform of our services.</li> <li>○ Targeted outreach to restaurants and food generators, reeducating staff on best practices in back of house.</li> </ul> </li> </ol>	<p>R</p> <p>O</p> <p>N</p> <p>R</p> <p>R</p> <p>R</p> <p>N</p>
<p>Indicator of success:</p> <ul style="list-style-type: none"> <li>• Provide assistance to over 900 businesses and workplaces</li> <li>• Collaborate and create a new business packet with our Health Department for businesses that need an environmental health permit.</li> </ul>	



<p>14. Continue to use various media outlets to promote new certified businesses and the program. Currently we work with our Chambers, Green Living Journal, County Citizen News, social media, video and Green Business Directory website for spotlights.</p>	<p>O</p>
<p>15. Business to business opportunities –</p> <ul style="list-style-type: none"> <li>○ Enhance mentorship program amongst LiS peers by creating more opportunities for businesses to connect with each other – newsletter, organize business-to-business learning opportunities that could include tours, advisors making direct connections or organizing an event to strengthen connections between our business leaders.</li> <li>○ Target key business sectors – such as breweries, creating opportunities for sectors to work together on challenging practices.</li> <li>○ Explore avenues to connect small businesses with opportunities to trade, e.g., business with packing peanuts connects with business that needs packaging materials.</li> <li>○ Continue to promote waste exchanges and a ResourceFULL Use event for industrial customers. Staff will use the program as a tool for scheduling in-depth evaluations with this sector.</li> </ul>	<p>R</p> <p>N</p> <p>N</p> <p>O</p>
<p>Indicator of success:</p> <ul style="list-style-type: none"> <li>● The number of businesses that are Leaders in Sustainability within the county continues to grow.</li> <li>● Create and distribute two e-newsletters, aiming for 25% open rate.</li> <li>● Businesses in a pilot community make connections on material reuse.</li> </ul>	



**FY 2017-18**  
**LOCAL GOVERNMENT ANNUAL WASTE REDUCTION WORK PLAN TEMPLATE**

Jurisdiction: Clackamas County

Contact: Eben Polk

**In order to receive funding through this program, completed plans must be submitted to Metro no later than June 15, 2017.**

### 1. Program Overview Narrative

*INSTRUCTIONS: Provide a narrative overview of programs, services and focus areas for FY 2017-18 and describe your jurisdiction's waste prevention and recycling activities separately. Include participation with regional planning efforts and demonstration of compliance with state law. In addition, the following elements are **required** as part of the Annual Plan and may be addressed in the narrative portion of your plan or in the tasks table:*

- a) *Demonstrate compliance with the Regional Service Standard by completing the **Regional Service Standard: Level and Frequency of Service** table for your jurisdiction. Cooperatives should report on behalf of member jurisdictions. (The table may be left blank if there have been no changes to any elements in your jurisdiction or to those of cooperative members. Please confirm by checking "no changes" as indicated.)*
- b) *Implement waste prevention activities for each area of the residential and commercial sector (single-family, multi-family, business, construction & demolition, commercial organics, toxicity reduction).*
- c) *Identify and undertake a specific curbside recycling outreach activity for an existing local government program.*
- d) *Participate in at least one regional waste reduction planning group.*
- e) *Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).*

#### Clackamas County Program Overview Narrative

Clackamas County provides waste prevention, recycling and reuse education for the unincorporated areas of the County, and by agreement for the cities of: Barlow, Canby, Estacada, Gladstone, Happy Valley, Lake Oswego, Milwaukie, Molalla, Oregon City, Sandy, West Linn and Wilsonville. The same services are provided informally to residents and businesses in Rivergrove and Johnson City. The City of Damascus disincorporated on July 18, 2016; businesses and residents there receive the same education and technical assistance as elsewhere.



Clackamas County's program serves approximately 405,000 residents, as detailed in the table below (Sources: *Portland State University 2016 Oregon Population Report and First and Second Supplements*).

Jurisdiction	2016 Estimated Population in Clackamas County
<b>Barlow</b>	135
<b>Canby</b>	16,456
<b>Estacada</b>	3,155
<b>Gladstone</b>	11,660
<b>Happy Valley</b>	18,822
<b>Johnson City</b>	565
<b>Lake Oswego (part)*</b>	34,855
<b>Milwaukie</b>	20,519
<b>Molalla</b>	9,085
<b>Oregon City</b>	34,240
<b>Portland (part)*</b>	766
<b>Rivergrove (part)*</b>	459
<b>Sandy</b>	10,655
<b>Tualatin (part)*</b>	2,911
<b>West Linn</b>	25,615
<b>Wilsonville (part)*</b>	21,260
<b>Unincorporated Clackamas County</b>	194,008
<b>TOTAL</b>	<b>405,166</b>

\*City is located and has population in more than one county.

Entering FY 17-18, Clackamas County's Resource Conservation & Solid Waste (RC&SW) program has 9.4 FTE and 11 staff, plus an AmeriCorps member.<sup>1</sup> The RC&SW program is part of the County's Department of Transportation & Development (DTD). In addition to overseeing activities that promote recycling, waste reduction and reuse, and fulfill obligations under the Regional Solid Waste Management Plan and Opportunity to Recycle Act, it administers the County's integrated solid waste collection system in the unincorporated areas of the County and for the Cities of Barlow and Happy Valley. This includes regulatory oversight and solid waste collection planning for the nine franchised garbage and recycling collection companies operating twenty-two (22) franchises, and one County-owned transfer station. The RC&SW program oversees the County's solid waste code, licenses independent recyclers, conducts annual reviews of solid waste fees, participates in regional solid waste planning activities, and represents the County in matters involving materials management policy and facilities, with DEQ and Metro. It also funds solid waste-related code enforcement and contributes to the Dump Stoppers program which provides cleanup of and enforcement on illegal dumping in public forestlands.

<sup>1</sup> The Clackamas County Refuse & Recycling Association contracts with one RC&SW staff member for 0.6 FTE of additional schools outreach.

Staff specialists in waste prevention and recycling education and technical assistance implement the Annual Waste Reduction Plan, reaching residents in single- and multi-family housing, businesses, government agencies, schools and other organizations. Other staff members focus on franchise administration, solid waste planning, program management, administrative assistance, and other activities directed by DTD or the County, such as intermittent efforts in sustainable county operations.

Staff responsibilities are generally partitioned as follows:

- 1 Analyst: Residential and community outreach, volunteer coordination (1 FTE)
- 1 Analyst: School education (0.85 FTE, funded by County and Collectors)
- 1 Analyst: Multifamily assistance (0.6 FTE), residential/community (0.4 FTE)
- 1 Analyst: Commercial assistance including food waste (1 FTE)
- 1 Part-time Analyst: Commercial assistance (0.48 FTE)
- 1 Limited Term Analyst: Commercial food scrap collection outreach and program development (0.75 FTE)
- 1 Sr. Analyst: Commercial assistance & coordination (0.9 FTE), other duties (0.1 FTE)
- 1 Sr. Analyst: Solid waste planning and franchise administration (1 FTE)
- 1 Administrative Assistant (1 FTE)
- 1 Seasonal Event Recycling Assistant (0.3 FTE)
- 1 Supervisor (1 FTE)
- 1 Division Manager (0.2 FTE)

In addition our program has been awarded one AmeriCorps member for FY 17-18, whose work will be focused on multifamily assistance, particularly in low income communities, and program development and outreach for the reduction of wasted food in the community (non-commercial).

### Customer Service

Residents, employees, and the public have access to customer service and resources through a dedicated phone line (503-557-6363), emails ([wasteinfo@clackamas.us](mailto:wasteinfo@clackamas.us) and [sustainability@clackamas.us](mailto:sustainability@clackamas.us)), and website ([www.clackamas.us/recycling](http://www.clackamas.us/recycling)). Contact information is included online, in phone directories, on educational materials, newsletters and other publications, in chamber directories and on our webpage. With Metro's shift away from the use of the RAWIS Salesforce database, in the last year we researched customer relationship management tools and selected Salesforce to develop our own CRM database tool, which initially will be used to track commercial technical assistance. We are also evaluating options to update how we track residential customer inquiries and multifamily and schools assistance. Web pages are provided for residential, business, and multifamily audiences, with local information and resources, as well as links to relevant regional and state resources. These pages will continue to be updated. Staff and funding permitting, we will also explore expanded use of mobile technology to promote waste prevention and to direct residents to regional and local resources.

### Customer Diversity

Geographically and culturally, Clackamas County is a microcosm of Oregon: rural, suburban, and urban communities, farmland, and significant public and privately owned forestland. Demographically, Clackamas County has a slightly higher percentage of residents over age 65 (16%) compared to the rest of the Metro region. Cultural and ethnic diversity in the county is growing. Residents identifying as Hispanic or Latino constituted 8.2% of the population in 2015, up from 7.3% in 2010. An estimated 27% of students in public schools (K-12) are minorities.

The County's residents, by race, are 89.3% white, 4.1% Asian, 0.9% black, 0.7% American Indian, 0.3% Hawaiian / Pacific Islander, 1.5% other, and 3.2% are of two or more races. This plan includes continued steps to promote access to services and reach under-served residents and businesses in multiple languages and culturally appropriate ways. Our most frequently-provided printed item, our guide for recycling at home and work, is available in Spanish, Russian, Chinese [Mandarin], and Vietnamese. Two staff are fluent in Spanish (an increase over the prior year). More recently we have translated into Spanish our depot list that summarizes what materials can be recycled or responsibly disposed via drop-off by customers.

#### Service Standard

The County and the cities all comply with the Regional Service Standard.

#### Program Requirements

Clackamas County's programs comply with the requirements of the Regional Solid Waste Management Plan and state program elements for waste prevention and recycling programs contained in OAR 340-090-0030-45 and ORS 459A.

#### Programmatic Highlights by Customer Segment

##### Residents

The RC&SW program publishes pages focused on waste reduction and recycling in the quarterly county newsletter, Citizen News. In FY 17-18, ten (10) pages are planned to be published in three issues. It is delivered to all residential and business mail recipients in the county, approximately 175,000 addresses. In FY 17-18, we will again pursue a complementary a paper and electronic 'insert' in garbage bills to reach customers in a second format.

Recycling guides (now available in English, Spanish, Chinese [Mandarin], Vietnamese, and Russian) are made available to collection companies to distribute to customers where collectors identify improper recycling.

We host an education and outreach tent at the five-day Clackamas County Fair in August. Topics typically include food waste reduction, reusing materials rather than buying new and continuing to educate about curbside and non-curbside recycling. We will partner with Metro to include the Healthy Home display and Clackamas River Water Providers to provide water conservation information.

In the continued effort to improve participation and material quality for curbside recycling, we plan to pilot a cart-tagging project with a franchised collector. With a doubling in the container deposit in Oregon, it is possible that overall recovery may increase slightly while curbside recovery may decrease.

Throughout the year, we will provide similar education and customized displays at other community events, such as the Spring Garden Fair, farmers markets and wellness fairs and at presentations, upon request. Some events will be supported by Master Recyclers. Popular topics include the reduction of food waste, recycling 'Yes and Nos', green cleaners, backyard composting and natural gardening.

In the last year work with Master Recyclers and event-based outreach, have taken greater advantage of the increased resources and messaging for food waste prevention including the

Eat Smart Waste Less resources and outreach shared with Gresham, Beaverton, and Washington County, and film screenings.

Staff will continue to explore options to focusing messaging on increasing material quality, including messaging responsive to the most recent residential waste and contamination study.

In the prior fiscal year, the staff position focused on residential outreach and education, Master Recyclers, and volunteer coordination made significant improvements in support for Master Recyclers and in updating web pages and published materials, but was also vacant for several months. In the current fiscal year we have re-invigorated outreach and education in this area. As a result we have supported 4 Repair Fairs, of which 3 were first-time events in 3 cities—these will continue to evolve.

### Construction & Demolition

In this plan we will build on one success from the current year: we proposed a change to the residential and commercial building codes that would more easily allow lumber from deconstruction to be reused in construction without additional inspection or special permission from a local building official. It is poised to be approved. In addition to the ongoing outreach and materials we provide to promote deconstruction, waste reduction and reuse of construction materials, this year we intend to survey other jurisdictions for their policies and approaches to demolition and deconstruction, and summarize what we find, with the goal of identifying options for Clackamas County to encourage deconstruction through its permit processes. We will also continue to improve the degree to which our colleagues in Building Codes and our permits lobby help raise awareness about asbestos disposal.

### Toxics Reduction

In addition to ongoing, standard outreach for toxics reduction, we developed a presentation to accompany our green cleaner outreach kit, for use by staff and Master Recyclers. This will be in use in the coming year.

### Other

Clackamas County will continue its robust engagement with schools for waste reduction and recycling, offering services including but not limited to waste reduction packets, presentations, technical assistance, mini-grants, and Oregon Green Schools certification among others.

Event recycling technical assistance will also continue. In 14-15, the program was refocused and revised.

Other waste prevention and recycling outreach activities are detailed in the Maintenance and Expansion of Existing Program tables.

## 2. Budget Information

Instructions: Provide overall solid waste and recycling budget.

### Proposed 17-18 Budget for the Resource Conservation & Solid Waste Program

Budget Summary							
	FY 14-15 Actual	FY 15-16 Actual	FY 16-17 Amended Budget	FY 16-17 Projected Year End	FY 17-18 Proposed Budget	Chg from Prior Yr Budget	% Chg from Prior Yr Budget
<b>Beginning Balance</b>	-	655,067	984,818	984,818	829,375	(155,443)	-15.78%
Licenses & Permits	-	1,493,566	1,304,800	1,385,000	1,464,000	159,200	12.20%
Federal Grants & Revenues	-	1,036	-	-	-	-	0%
Local Government & Other Agencies	-	305,042	421,147	418,847	428,500	7,353	1.75%
Charges for Service	-	-	97,511	97,676	-	(97,511)	-100.00%
Fines & Penalties	-	29,727	10,000	10,000	10,000	-	0%
Miscellaneous Revenue	-	47,814	30,750	51,850	32,000	1,250	4.07%
<b>Operating Revenue</b>	-	<b>1,877,185</b>	<b>1,864,208</b>	<b>1,963,373</b>	<b>1,934,500</b>	<b>70,292</b>	<b>3.77%</b>
<b>Total Rev - Including Beginning Bal</b>	-	<b>2,532,252</b>	<b>2,849,026</b>	<b>2,948,191</b>	<b>2,763,875</b>	<b>(85,151)</b>	<b>-2.99%</b>
Personnel Services	-	803,559	1,049,387	1,045,387	1,007,973	(41,414)	-3.95%
Materials & Services	-	498,635	616,562	603,112	720,006	103,444	16.78%
Indirect Costs	-	76,519	37,376	37,376	44,519	7,143	19.11%
Cost Allocation Charges	-	120,959	122,941	122,941	125,765	2,824	2.30%
Capital Outlay	-	5,900	210,000	210,000	91,000	(119,000)	-56.67%
<b>Operating Expenditure</b>	-	<b>1,505,572</b>	<b>2,036,266</b>	<b>2,018,816</b>	<b>1,989,263</b>	<b>(47,003)</b>	<b>-2.31%</b>
Special Payments	-	41,862	100,000	100,000	-	(100,000)	-100.00%
Interfund Transfers	-	-	-	-	75,000	75,000	0%
Reserve for Future Expenditures	-	-	401,522	-	405,522	4,000	1.00%
Contingency	-	-	311,238	-	294,090	(17,148)	-5.51%
<b>Total Exp - Including Special Categories</b>	-	<b>1,547,434</b>	<b>2,849,026</b>	<b>2,118,816</b>	<b>2,763,875</b>	<b>(85,151)</b>	<b>-2.99%</b>
General Fund Support (if applicable)	-	-	-	-	-	-	0%

\*Revenues reflect estimated regional funds from Metro to support the work in this plan, as well as additional efforts in technical assistance for commercial food waste reduction and composting.

## 3. Annual Work Plan Task Tables

Complete the following **Maintenance & Expansion of Existing Programs** tables, separately listing specific waste prevention and recycling activities planned for completion during this fiscal year. Add rows as needed. Complete the **Regional Service Standard** table for your jurisdiction or cooperative members.

**Maintenance & Expansion of Existing Programs**

*Beginning in 2016-17, Neighborhood Cleanup Events that support recycling and reuse are eligible activities for use of per capita funds. If jurisdictions choose to support these events, specific information should be listed in the “Other” section.*

KEY

ACTIVITY	STATUS
<u>Description of Activity:</u> What is the activity you are planning to implement?	(O) Ongoing--minor administrative updates and changes only.
<u>Goals:</u> Why is the activity important and what do you expect to achieve?	(R) Revised--major program policy or implementation adjustments (provide details).
<u>Strategy and Indicator of Success:</u> How will you implement and how will you measure success?	(N) New--brand new program, or substantially revised or reconstituted (provide details)

<b>Waste Prevention: Single-family Residential</b> (Include home composting programs)	
	Status
Description of Activity: Food Waste Prevention – Raise awareness around the issue of wasted food.	
Goal: Residents gain awareness of the issue of wasted food and learn behaviors and actions that result in less food wasted.	
Strategy:	
1. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC). Continue educating at events and presentations with a focus on storage, eating what is purchased, and planning ahead. Pledges will receive up to 8 follow up emails—weekly for the first month, and then at months 3, 6, and 12.	O
2. Partner with 3 Farmers Markets to share methods for wasting less food to public and test new strategies for outreach.	N
3. Partner with OSU Extension to offer a hands-on class on ways to waste less food.	N
4. Recruit an AmeriCorps member to help deliver these activities and develop relationships with stakeholders.	O
Indicators of Success:	
<ul style="list-style-type: none"> <li>• One article about preventing wasted food at home will be featured in Citizen News.</li> <li>• At least one Facebook and Twitter post will promote the reduction of wasted food.</li> <li>• The Reduce Wasted Food kit, which includes ESWLC materials, pledge forms and activities, will be available for tabling activities throughout the county.10 Community events will include the</li> </ul>	

<p>Reduce Wasted Food kit with ESWLC Challenge materials at County-sponsored tables, presentations, or movie showings.</p> <ul style="list-style-type: none"> <li>• The Reduce Wasted Food kit will be available for Master Recyclers to check out.</li> <li>• Host at least 3 hands-on classes on ways to waste less food at home.</li> <li>• 100 pledges will be received to reduce wasted food at home through the Eat Smart, Waste Less Challenge campaign.</li> </ul>	
<p>Strategy:</p> <p>5. Continue to make available other local resources that focus on reducing wasted food, such as Oregon State Extension Service's food preservation classes and hotline and Gleaners of Clackamas County.</p>	O
<p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• At least two links to food preservation resources will be provided on our web site and provided in relevant flyers.</li> </ul>	
<p>Description of Activity: Reduce &amp; Reuse – Promote opportunities and resources to reduce waste and encourage reuse.</p>	
<p>Goal: Residents engage in actions that generate less waste and use existing resources.</p>	
<p>Strategy:</p> <p>6. Continue to update Reuse flyer which lists local and regional reuse-centered businesses. Emphasize donation and purchasing used materials that results in waste reduction, reuse and helping people in need.</p>	O
<p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 100 Reuse flyers will be distributed at community events</li> <li>• At least one Facebook and Twitter post will promote opportunities and resources to reduce waste and encourage reuse.</li> </ul>	
<p>Strategy:</p> <p>7. Continue to promote alternatives to buying new and local reuse businesses such as thrift stores, consignment shops and used building material stores.</p>	O
<p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• One feature article about alternatives to buying new and reuse businesses will be in Citizen News or other outreach channels.</li> </ul>	
<p>Strategy:</p> <p>8. Encourage waste reduction and reuse by organizing or supporting Repair Fairs in Clackamas County.</p>	O
<p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• Two Repair Fairs are held in Clackamas County.</li> <li>• Develop a Repair Fair kit with the paperwork and basic supplies needed to host a Repair Fair for county and Master Recycler use.</li> </ul>	
<p>Strategy:</p> <p>9. Identify public perception of barriers to using reused/donated C&amp;D materials.</p>	N
<p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• Document created which identifies perceived barriers</li> </ul>	



Description of Activity: Supporting the regional Master Recycler program and Master Recycler volunteers.	
Goals: Citizens learn from Master Recyclers to engage in actions that result in less waste and greater awareness of waste systems in the metro and tri-county regions.	
Strategy: 10. Support the education, development of, and outreach conducted by Master Recyclers.	O
Indicator of Success: <ul style="list-style-type: none"> <li>• Host and support one course in Clackamas County each fiscal year.</li> <li>• Provide enhanced support for Master Recyclers to conduct outreach and fulfill payback hours at a minimum of 6 community events. (County staff will organize and back-fill MR volunteers.)</li> <li>• At least 3 kits made available for use by Master Recyclers when tabling at additional events in the community.</li> <li>• At least 4 staff presentations given during the MR course.</li> </ul>	
Strategy: 11. Current Master Recyclers are provided opportunities to continue or refresh their education on the topic areas of the program (recycling, green cleaners, wasting less food, etc.)	R
Indicator of Success: <ul style="list-style-type: none"> <li>• At least 1 refresher event is held for current Master Recyclers.</li> </ul>	
<b>Recycling: Single-family Residential</b> (Include home composting programs)	
	Status
<b>Required:</b> Curbside recycling outreach activity for an existing program. Description of Activity: Curbside Recycling – Outreach to residents about recycling at home.	
Goal: Residents engage in actions that result in more recycling and have a better understanding of which materials are recyclable and where to recycle them.	
Strategy: 1. Continue messaging about contamination in recycling and recyclables mistakenly put in the garbage, with a focus on materials identified in the most recent regional waste composition study.	O
Indicator of Success: <ul style="list-style-type: none"> <li>• Feature at least one article in Citizen News and provide content for city newsletters or solid waste bill inserts about current recycling topics such as recyclables going into the garbage or garbage going into recycling.</li> <li>• At least one Facebook and Twitter post will contain messaging about contamination in recycling.</li> </ul>	
Strategy:	O



2. At community events, tangibly model correct recycling with Recycling Yes/No displays. Continue to provide the Garbage & Recycling guide in 5 languages at events, online and upon request.	
Indicator of Success: <ul style="list-style-type: none"> <li>500 Garbage &amp; Recycling guides will be distributed at community events and upon request.</li> </ul>	
Strategy: <p>13: Test a residential cart-tagging effort with one franchised collector to provide direct feedback to single-family residential customers about recycling contamination.</p>	N
Indicator of success: <ul style="list-style-type: none"> <li>At least 400 households receive direct feedback on their recycling practices.</li> </ul>	
Description of Activity: Alternative Recycling Options – Promote recycling at depots and other non-curbside locations.	
Goal: Residents engage in actions that result in further recycling efforts and a better understanding of which materials are recyclable and where they can be recycled.	
Strategy: <p>3. Continue to maintain the county area Recycling Depot list that features recycling locations for paper, metal, plastics, appliances, electronics, batteries, paint, deposit containers, yard debris and other materials. Promote Paint Care, Call2Recycle and Oregon E-Cycles.</p>	O
Indicator of Success: <ul style="list-style-type: none"> <li>Recycling Depot list will be featured in at least one issue of Citizen News.</li> </ul>	
Strategy: <p>4. Have an ad or article in one issue of Citizen News that encourages redemption of deposit containers and indicates why it's a preferable method of recycling.</p>	O
Indicator of Success: <ul style="list-style-type: none"> <li>Feature one ad on redemption of deposit containers in Citizen News.</li> <li>Event recycling program will continue to promote Bottle Drop locations and returning deposit containers for fundraising.</li> <li>At least one Facebook and Twitter post will promote the redemption of deposit containers.</li> </ul>	
Description of Activity: Home and Backyard Composting	
Goal: Residents engage in actions that result in managing organic waste at home and gain a better understanding of how and what to compost.	
Strategies: <p>5. Continue to encourage residents to grass-cycle and compost fruit/vegetable scraps and yard debris at home. Provide publications and display materials at community events and upon request.</p> <p>6. Continue to provide composting resources on our website, DIY instructions and provide links to external resources (OSU Extension and Metro).</p>	O
	O

7. Continue to encourage using finished compost as a soil amendment and mulch in yards and gardens.	O
Indicator of Success: <ul style="list-style-type: none"> <li>• One article on composting options, resources, and benefits will be in Citizen News or other outreach channel.</li> <li>• Compost at home publications &amp; compost display materials will be provided at local farmers markets, County Fair and other community events. At least one Facebook and Twitter post will promote the use of compost and/or backyard composting.</li> </ul>	

<b>Waste Prevention: Multifamily Residential</b>	
	Status
Description of Activity: <b>Promote waste prevention</b> to property managers and residents at multifamily communities.	
Goals: Residents gain awareness of and learn behaviors and actions that result in less waste.	
Strategy: <ol style="list-style-type: none"> <li>1. Educate property managers and residents through direct outreach, newsletter, events and our website about waste prevention. Distribute information on junk mail and food waste reduction.</li> <li>2. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC) – [<i>Single-family Residential Waste Prevention Strategy 1</i>]. Share information and resources with multifamily audiences.</li> <li>3. Offer presentations, movie screenings and displays regarding waste prevention, recycling and other waste reduction messages upon request.</li> </ol>	<p>O</p> <p>R</p> <p>O</p>
Indicator of Success: <ul style="list-style-type: none"> <li>• 100 communities receive waste prevention information.</li> <li>• 12 multifamily communities receive presentations, movie screenings or tabling on waste prevention.</li> </ul>	
Description of Activity: <b>Promote reuse and repair</b> to property managers and residents at multifamily communities.	
Goals: Residents reuse, swap or donate usable household items.	
Strategy: <ol style="list-style-type: none"> <li>4. Distribute materials that promote reuse such as Reduce, Reuse, Recycle Guide, Reuse flyer, Community Warehouse door hanger and/or Metro magnet.</li> <li>5. Continue identifying opportunities to coordinate with a social service reuse organization such as Community Warehouse or similar non-profit to collect reusable items either on an on-going basis or after an on-site collection event.</li> </ol>	<p>O</p> <p>O</p>
Indicator of Success: <ul style="list-style-type: none"> <li>• 100 communities receive information about reuse.</li> <li>• 3 communities implement a reuse activity – one-time event or ongoing storage/activity.</li> <li>• Database updated to track communities with reuse events or resources.</li> </ul>	
Description of Activity: <b>Promote technical assistance</b> program to property managers.	
Goals: Property managers are aware of our program and request tools to educate tenants.	
Strategy:	

<p>6. Develop and distribute an electronic property manager newsletter that will be delivered quarterly that contains information about waste reduction and recycling topics, and managing enclosures and bulky waste, to keep property managers current and informed about our services. Include reminders about available resources.</p>	O
<p>7. Maintain up-to-date information on the website:  <a href="http://www.clackamas.us/recycling">www.clackamas.us/recycling</a> and  <a href="http://www.clackamas.us/recycling/multifamily">www.clackamas.us/recycling/multifamily</a></p>	R
<p>8. Highlight program assistance in one issue of Trash Talk.</p>	O
<p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Newsletter is distributed to roughly 200 property managers for whom we have email addresses.</li> <li>• PMs request materials and assistance.</li> </ul>	

<b>Recycling: Multifamily Residential</b>	
	Status
Description of Activity: <b>Provide technical assistance to communities.</b>	
Goals: Residents recycle often and right.	
Strategy:	
1. Offer assistance to communities that have not received assistance in the past 2 years.	O
2. Target outreach to communities with missing service streams and/or low service levels per unit.	N
3. Distribute reusable recycling bags for the collection and transport of recyclable materials to common recycling areas.	O
4. Educate communities about plastic film recycling options at the grocery store to help reduce the amount in mixed recycling.	O
5. Provide on-site assistance as requested.	O
Indicator of Success:	
<ul style="list-style-type: none"> <li>• At least 50 communities that have not received assistance in the past 2 years receive resources/assistance.</li> <li>• 70 communities have their service levels verified and adjusted, if needed.</li> <li>• 500 recycling bags are distributed to property managers for residents.</li> <li>• 5 communities set up a source separated film collection to be taken back to grocery stores.</li> <li>• 100 communities receive resources, information and assistance.</li> </ul>	
Description of Activity: Recruit and train an <b>AmeriCorps member</b> to help deliver targeted outreach to multifamily properties in low-income areas in SE Canby, Clackamas and Central Milwaukie.	
Goals: In the targeted areas:	
<ul style="list-style-type: none"> <li>• Ensure access to recycling services for multifamily residents.</li> <li>• Increase the amount of recyclable materials recovered.</li> <li>• Ensure the recyclable materials collected are high quality.</li> </ul>	
Strategy:	
6. Analyze existing service data to identify communities that could benefit from increased service.	O
7. Identify communities that would be better served by adjustments to enclosure/layout.	O
8. Provide outreach to communities with adequate access – meet with PM and develop strategy.	O
Indicator of Success:	
<ul style="list-style-type: none"> <li>• At least 25 communities in SE Canby, Clackamas and Central Milwaukie will receive targeted technical assistance including service level adjustments (when needed) and interviews with PMs to develop targeted outreach to communities.</li> <li>• Continue to evolve the multifamily outreach paradigm, building on the model established during the Wilsonville pilot, to replicate in other areas throughout the county.</li> </ul>	

Description of Activity: <b>Target assistance</b> to low income communities - and explore possibilities to use other variables to measure assistance to under-served populations.	
Goals: To provide equitable service throughout the county.	
Strategy: 9. Target outreach to low-income communities through partnerships, cold calls and mailings.	O
Indicator of Success: <ul style="list-style-type: none"> <li>• Low-income communities will be the priority when reaching out to those communities missing service streams.</li> <li>• Target outreach to those communities that feed into schools with high free-and-reduced lunch percentages.</li> <li>• Provide assistance to at least 25 communities within the three targeted, low-income census tracts (SE Canby, Clackamas, and Central Milwaukie).</li> </ul>	

**Waste Prevention:  
Construction & Demolition**

	Status
Description of Activity: Provide information about businesses accepting C&D materials to be reused or repurposed.	
Goal: Encourage residents, businesses and organizations to engage in actions that result in greater supply and use of reusable C&D materials.	
Strategy: 1. Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.	O
Indicators of Success: <ul style="list-style-type: none"> <li>• Feature one ad about local reuse stores and/or one ad about Metro Paint in Citizen News.</li> <li>• Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events.</li> </ul>	
Description of Activity: Asbestos awareness	
Goal: Promote greater awareness of requirements for asbestos testing and documentation among contractors and homeowners.	
Strategy: 2. Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements. Increase visibility of asbestos-related information in our permit lobby.	R
Indicator of Success: <ul style="list-style-type: none"> <li>• Permit customers are provided information about these requirements through our website and the DTD lobby, and information also made available for distribution through cities' permit processes.</li> </ul>	
Description of Activity: Continue to identify opportunities to evolve how Clackamas County addresses deconstruction and salvage.	
Goals: Encourage increased use of deconstruction and salvage techniques.	
Strategy: 3. Survey other jurisdictions issuing building permits to learn the processes and policies used by jurisdictions for building removal (and hazard mitigation) to explore potential for more consistent use of deconstruction and recovery of materials.	R
Indicators of Success: <ul style="list-style-type: none"> <li>• More building code officials in the region are exposed to deconstruction policy alternatives</li> <li>• Results of a survey will be made available to building code officials, summarizing the variety of approaches and policies surrounding building removal and promotion of deconstruction</li> </ul>	
Strategy:	

4. Inventory properties potentially subject to removal in buildout of the County's transportation capital improvement plan to identify opportunities for deconstruction	O
Indicator of Success: <ul style="list-style-type: none"> <li>A summary is developed of any such properties through discussion with Transportation Engineering and Transportation Planning staff</li> </ul>	
<b>Recycling: Construction &amp; Demolition</b>	
	Status
Description of Activity: Distribute information about deconstruction, building material reuse, and material salvage and recycling to the public and contractors.	
Goal: Help residents, businesses and organizations quickly locate a site that will recycle or reuse their C&D materials.	
Strategy: <ol style="list-style-type: none"> <li>Distribute Metro Construction Salvage &amp; Recycling toolkits at DTD lobby counter, local libraries, jurisdictions and relevant community events.</li> <li>Explore opportunities to repurpose DTD lobby screens to convey information and advisories about deconstruction, salvage, reuse, and recycling (e.g. asbestos, paint care, Habitat ReStores, etc.)</li> </ol>	O  N
Indicators of Success: <ul style="list-style-type: none"> <li>Supply 400 toolkits and carpenter's pencils in DTD lobby resource area. Regularly stock.</li> <li>Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request.</li> <li>Content developed for inclusion on DTD permit lobby screens.</li> </ul>	



<b>Waste Prevention: Toxicity Reduction</b>	
	Status
Description of Activity: Safe Alternatives – Promote alternatives to toxics	
Goal: Residents, businesses and organizations engage in actions that result in using less toxics.	
Strategy: 1. Continue outreach to residents about using less toxics at home, including using green cleaners.	R
Indicator of Success: <ul style="list-style-type: none"> <li>• Alternatives to toxics and using green cleaners will be featured in at least one issue of Citizen News or as an insert in solid waste bills.</li> <li>• Feature the Green Cleaners display and activity at 3 community events.</li> <li>• Distribute 300 Green Cleaner booklets at Wellness Fairs and other community events.</li> <li>• 3 Green Cleaner presentations at community groups or multifamily communities by staff or Master Recyclers.</li> <li>• At least one Facebook and Twitter post will promote using less toxics at home.</li> </ul>	
Strategy: 2. Continue to promote Grow Smart, Grow Safe tools and app, including the healthy lawn and garden pledge.	O
Indicator of Success: <ul style="list-style-type: none"> <li>• Distribute 300 Healthy &amp; Safe Metro coupon booklets and Household Hazardous Waste flyer at community events and in our lobby. Make coupon booklets available to cities.</li> </ul>	
<b>Recycling: Toxicity Reduction</b>	
	Status
Description of Activity: Promote locations, including the Metro Hazardous Waste Facilities, for safe disposal of toxic household materials.	
Goal: Residents engage in actions that result in a better understanding of which materials are potentially toxic and their safe disposal options.	
Strategy: 1. Continue to promote the Metro Hazardous Waste Facilities for safe disposal of unwanted toxic hazardous materials. <ul style="list-style-type: none"> <li>• One or more ads or articles will be featured in Citizen News.</li> </ul>	O
Strategy: 2. Continue to encourage safe disposal of unwanted medication and medical sharps. Provide brochures at community events, links on our website and information upon request.	O
Indicator of Success:	

<ul style="list-style-type: none"> <li>• Distribute 50 brochures - Clackamas River Water Providers “How to properly dispose of unwanted medication” at community events.</li> <li>• Distribute 50 brochures – Metro “Safe disposal of medical syringes” at community events.</li> </ul>	
<p>Strategy:</p> <p>3. Continue to encourage electronics recycling at Oregon E-Cycles and other electronics recycling locations. Continue to provide links on our website and include it on our Recycling Depot list.</p>	O
<p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• At least one article or ad on Oregon E-Cycles will be featured in Citizen News.</li> <li>• At least one Facebook and Twitter post will promote Oregon E-Cycles.</li> </ul>	

Beginning in 2016-17, Neighborhood Cleanup Events that support recycling and reuse are eligible activities for use of per capita funds. If jurisdictions choose to support these events, specific information should be listed in the "Other" section below.

<b>Other: Required Elements</b> <i>(may be addressed here or in narrative portion of the plan)</i>	
Required Elements	Status
<p>1. Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives) by completing RSS: Frequency of Service Table.</p> <p>See below.</p>	O
<p>2. Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).</p> <p>Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses, and during regular communication with franchised collectors. We will review quarterly recycling and solid waste tonnage data from our franchises. We will continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above. In FY 17-18, we plan to pilot a curbside 'tagging' project to provide direct feedback on material quality and what is recyclable. With the 2017 increase in container redemption deposits, we may observe some decrease in tons collected by franchisees, if these materials shift towards Bottle Bill recovery.</p>	R
<p>3. Participate in at least one regional waste reduction planning group.</p> <p>Clackamas County will continue to actively participate in regional waste reduction work groups that address commercial technical assistance (Commercial Work Group), residential/community waste reduction (Community and Residential Education Workgroup), and the Solid Waste Directors' group. Clackamas County also participates in other materials management planning workgroups including SWAAC, a data workgroup, regional disaster debris planning, and if convened again, may be able to participate in subsequent phases of Multifamily or Commercial Food Collection Policy development.</p>	O
<b>Other: Waste Prevention</b>	
Description of Activity:	Status
Description of Activity: <b>Oregon Green Schools</b> - Support the OGS program within schools.	
Goal: Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.	
Strategies:	

1. Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.	O
2. Support schools through the process of becoming OGS certified	O
3. Conduct recycling and waste audits in schools and assist with waste reduction goals within schools	O
4. Celebrate green school certification within schools at assemblies.	O
Indicators of Success: <ul style="list-style-type: none"> <li>Minimum of 25% OGS certification of Clackamas County schools.</li> <li>Student participation in audits</li> </ul>	
Description of Activity: <b>Schools Mini-Grants</b> - Provide waste reduction mini-grants to schools after successful completion of an application.	
Goal: Support waste reduction in schools throughout Clackamas County.	
Strategy: <ol style="list-style-type: none"> <li>Review grant applications to make sure they support projects that are likely to reduce waste in schools.</li> </ol>	O
Indicator of Success: <ul style="list-style-type: none"> <li>Proven cost savings or waste reduction in schools after project implementation.</li> </ul>	
Description of Activity: <b>School Waste Reduction Packet</b> - Prepare and distribute annual waste reduction packet to all schools in Clackamas County.	
Goal: Provide information about how to reduce solid waste generated by schools.	
Strategies: <ol style="list-style-type: none"> <li>Identify waste reduction opportunities for schools.</li> <li>Continue to refine list of best contact at each school to receive the annual packet.</li> </ol>	O O
Indicator of Success: <ul style="list-style-type: none"> <li>All schools in the County will receive the annual waste reduction packet. The number of contacts (calls and emails) we receive for waste reduction assistance in schools will be tracked.</li> </ul>	
Description of Activity: <b>School Presentations</b> - Deliver classroom waste reduction presentations as requested.	
Goal: Provide information about how to reduce amount of solid waste generated by schools and students, engage and educate students.	
Strategy: <ol style="list-style-type: none"> <li>Present different actions for students to take to practice waste reduction in their daily lives.</li> <li>Offer two new Lifecycle presentations</li> </ol>	O N
Indicator of success: <ul style="list-style-type: none"> <li>Students commit to one waste reduction action by the end of each presentation.</li> </ul>	
Description of Activity: Track assistance to low income schools as defined by Title 1 status.	

Goal: To provide equitable service throughout the county	
Strategy: 10. If a lower percentage of Title 1 schools request service, target outreach to those schools through cold calls and mailings.	O
Indicator of Success: • An equitable amount of service to Title 1 schools	
Description of activity: <b>Food waste prevention:</b> Work with AmeriCorps member to develop plan for reaching kids and explore working with high school culinary programs on food waste project, specifically at Milwaukie High School and other schools with high free and reduced lunch populations.	
Goal: Increase awareness of the problem of wasted food and provide information about practices that will decrease wasted food.	
Strategy: 11. Reach out to schools with culinary programs, with targeted outreach to schools with high free and reduced lunch populations. 12. Schedule presentations in these classes to educate about ways food is wasted, and to provide food waste prevention strategies.	N N
Indicator of success: • Students will take a quick pre-and post-test about their knowledge of wasted food facts and food waste prevention strategies. Students will score higher on post-test than they did on pre-test.	
<b>Other: Recycling</b>	
	Status
Description of Activity: <b>Schools Assistance-</b> Provide recycling and composting (where available) technical assistance to schools throughout Clackamas County	
Goal: Increase recycling and /or composting awareness and capability among students, school staff and faculty.	
Strategies: 1. Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the quarterly "Trash Talk" publication, cold calls and e-newsletters. 2. Provide recycling containers and signage on request 3. Provide annual yes/no recycling information to schools	O O O
Indicator of success: • Track requests for recycling and composting technical assistance • Provide technical assistance to a minimum of 50 schools	
<b>Description of Activity: Event Recycling &amp; Food Scraps Assistance</b>	
Goals: Provide free event recycling assistance for community events in Clackamas County	
Strategy: 4. Continue to provide event recycling containers and resources for collecting cans and plastic bottles, and food scraps containers where requested.	O
Indicator of Success:	

<ul style="list-style-type: none"> <li>• At least 60 events will be served with event recycling containers and materials</li> <li>• Events seeking to collect food waste will be provided with collection containers and resources</li> </ul>	
Description of Activity: <b>Neighborhood Cleanup Events</b>	
Goals: Support cleanup events where proposed	
Strategy: <ol style="list-style-type: none"> <li>5. For cities and communities leading cleanup events that opt to use earmarked cleanup funds, continue to provide funding support consistent with those funds in the next fiscal year.</li> <li>6. Where the County is asked to support a city cleanup, either as collection event or a curbside bulky waste collection week, provide information through the city prohibiting the placement or collection of asbestos containing materials (ACM), and direct participants to information from DEQ and Metro on responsible handling of ACM.</li> </ol>	 ○  ○
Indicator of Success: <ul style="list-style-type: none"> <li>• Cities requesting support for their cleanup events that include recycling and reuse will receive up to their historically earmarked funding. Public is informed of regulations pertaining to ACM.</li> </ul>	

**Regional Service Standard: Level and Frequency of Service**

- Check here if there have been **NO CHANGES** to any elements in your jurisdiction (and in jurisdictions that are members of your cooperative). **If there are no changes, the table below may be left blank.**

Please note all **CHANGES** in the table below.

**Key:**

**W** = Weekly collection

**EOW** = Every-other-week collection

**M** = Monthly collection

**N** = no collection offered

**N/A**=not applicable (e.g., no rural areas)

Jurisdiction	Recycling Collection Frequency		Recycling Container Size		Glass Collection Frequency		Yard Debris Collection Frequency		Yard Debris Container Size	
	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural	Urban	Rural
Beaverton										
Uninc. Clackamas										
Barlow										
Canby										
Damascus	The City of Damascus was disincorporated. No changes to elements have been made.									
Estacada										
Gladstone										
Happy Valley										
Johnson City										
Lake Oswego										
Milwaukie										
Molalla										
Oregon City										
Rivergrove										
Sandy										
West Linn										
Wilsonville										
Fairview										
Gresham										
Wood Village										
Uninc. Multnomah										
Portland										
Maywood Park										
Troutdale										
Uninc. Washington										
Banks										
Cornelius										
Durham										
Forest Grove										
Gaston										
Hillsboro										
King City										
North Plains										
Sherwood										
Tigard										
Tualatin										

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**Metro and Local Government  
Annual Waste Reduction Work Plan**

**FY 2016-17 End-of-Year Report for Annual Program Tasks**

**The report is due to Metro by August 1, 2017.**

Jurisdiction: Clackamas County Contact: Eben Polk

**Recycle at Work**

**Administrative Information—Expenditures and Staffing**

Provide overall Recycle at Work expenditures to date and Metro Recycle at Work funds spent for the current program year (July 1 through June 30). List staff working on Recycle at Work, FTE, and source of funding for staff (Metro or local government).

Staffing for Recycle at Work was very fluid in FY 16-17. One full-time senior analyst position that coordinates RAW was vacant entering the year, filled, but then on paid parental leave for some months before returning in the second half of the year. This was partially back-filled with a temporary staffer who helped vet database options and establish a new Salesforce database. Two half-time positions devoted to Recycle at Work were vacant during the first months of the year, then filled for about 6 months, before being partially reorganized to create one full time and one part time position. Despite this fluidity a focus was maintained on delivering resources and assistance to businesses.

**Recycle at Work Expenditures**

Labor: FY 15-16 Salaries & Benefits Costs Apportioned to RAW, Based on Actual Staffing	\$325,911
Overhead Costs Associated with RAW Labor	\$224,878
Mileage / Fleet (est.)	\$4,500
Program Expenses - Resources & Materials (resources, publications, marketing, decals, school grants)	\$29,161
Total	\$586,451

**Funding**

Metro Regional Funds (non-Organics)	\$132,147	26.1% of non-organics spend
Metro Regional Funds (Organics)	\$80,000	
County Funds	\$374,304	73.9% of non-organics spend

**Labor Details**

Program Staff	Title	RAW FTE	Months	Value (FTE x Fraction of Year x Annual Salary & Benefits)	Funding Source
Eben Polk	Supervisor	0.2	12	\$32,072	County
Kelly Stewart	Sr. Sustainability Analyst	1	10.5	\$120,000	County / RAW



Stacy Ludington	Sustainability Analyst	0.1	10	\$9,099	County
Joanna Dyer	Sustainability Analyst	0.75	7	\$27,305	County
Alex Mihm	Sustainability Analyst	0.48	8.5	\$20,508	Recycle At Work
Alex Mihm	Sustainability Analyst	1	1	\$5,135	Recycle At Work
Susan Terry	Sustainability Analyst	0.48	4	\$10,034	Recycle At Work
Dena Hastings	Sustainability Analyst	0.75	12	\$72,192	Recycle At Work
Lisa Clifton	Sustainability Analyst	0.48	5	\$12,510	Recycle At Work
Laurel Bates	Sustainability Analyst	0.25	12	\$17,056	County

**Total Adjusted**  
**FTE: 3.38** (FTE x  
Fraction of Year,  
Summed)  
**\$325,911**

### Activity Measures

#### **Technical Assistance Report**

Attach an Excel spreadsheet that includes the following information related to businesses assisted during the current program year (July 1 through June 30):

- Name and address of business.
- Contact type – new or ongoing.
- Type of assistance (resources delivered, onsite assistance, or phone/email).
- Dates of assistance.
- Description of assistance using key words (e.g., paper recycling, durable dishware).

#### **Compliance Actions Taken**

Number of businesses that received code enforcement actions for non-compliance with the Business Recycling Requirements during the current program year (July 1 through June 30): **0**.

### Maintenance & Expansion of Existing Programs

Instructions: Please list all tasks from your jurisdiction's approved FY 2016-17 plan, the current status of each and notes regarding the implementation of the task including any changes from the original plan. Include quantitative data when possible and practical.

Status Key:

- C = Complete (task has been completed as planned)
- O= Ongoing (task continues into next Plan Year)
- R = Revised (explain program, policy or implementation adjustments made)
- I = Incomplete (indicate why the task is incomplete, delayed or will not be implemented)



<p>Challenge resources.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>15 Master Recyclers will attend a training to learn about preventing wasted food and Eat Smart, Waste Less Challenge resources available in Clackamas County.</li> </ul>		<p>brainstorming for projects. A total of 29 Master Recyclers attended.</p>
<p><b>Strategy:</b></p> <p>4. Continue to make available other local resources that focus on reducing wasted food, such as Oregon State Extension Service’s food preservation classes and hotline.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>At least two links to food preservation resources will be provided on our web site and provided in relevant flyers.</li> </ul>	C/O	<ul style="list-style-type: none"> <li>Located on our main webpage is a link to the OSU Food Preservation webpage (<a href="http://extension.oregonstate.edu/fch/food-preservation">http://extension.oregonstate.edu/fch/food-preservation</a>), a PDF of the ESWLC Fruit and Vegetable Storage Guide, and a PDF of a shop with meals in mind shopping list. We are planning a website update for the 17-18 year which will include more information about the ESWLC.</li> <li>Our Wasted Food Kit includes informational flyers on Gleaners of Clackamas County and the OSU Extension Food Preservation website.</li> </ul>
<p><b>Reduce &amp; Reuse</b> – Promote opportunities and resources to reduce waste and encourage reuse.</p> <p><b>Strategy:</b></p> <p>5. Continue to update Reuse flyer which lists local and regional reuse-centered businesses. Emphasize donation and purchasing used materials that results in waste reduction, reuse and helping people in need.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>100 Reuse flyers will be distributed at community events</li> </ul>	C/O	<ul style="list-style-type: none"> <li>The Reuse flyer was updated May 2017 in time for event season. At least 156 Reuse flyers were distributed at community events such as: <ul style="list-style-type: none"> <li>Clackamas County Services Fair—Damascus (1/28/17)</li> <li>West Linn Repair Fair (2/25/17)</li> <li>Milwaukie Repair Fair (3/18/17)</li> <li>Creekside Woods Senior Apartments Recycling Presentation (3/22/17)</li> <li>25<sup>th</sup> Annual Molalla River Cleanup &amp; Enhancement Barbecue Celebration (4/29/17)</li> <li>Gladstone Repair Fair (5/6/17)</li> <li>Spring Garden Fair (5/6-7/17)</li> <li>Canby Farmers Market (Multiple dates)</li> <li>Milwaukie Farmers Market (Multiple dates)</li> <li>Oregon City Farmers Market (Multiple dates)</li> </ul> </li> </ul> <p>Additional Reuse flyers were likely distributed by Master Recyclers who check out kits and kept the Reuse flyers for later distribution.</p>
<p><b>Strategy:</b></p> <p>6. Continue to promote alternatives to buying new and local reuse</p>	C/O	<ul style="list-style-type: none"> <li>An article in the 2017 winter edition of Citizen News focused on the importance of reuse and repair,</li> </ul>

<p>businesses such as thrift stores, consignment shops and used building material stores.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>One feature article about alternatives to buying new and reuse businesses will be in Citizen News or other outreach channels.</li> </ul>		<p>highlighted the Repair Fair movement, and advertised two upcoming Repair Fairs.</p> <ul style="list-style-type: none"> <li>Facebook and Twitter were actively used for advertising upcoming Repair Fairs and the importance of reuse and repair over replace.</li> <li>Staff worked with our Public &amp; Govt Affairs department to create a holiday video which talked about alternatives to buying new.</li> </ul>
<p><b>Strategy:</b></p> <p>7. Encourage waste reduction and reuse by organizing or supporting Repair Fairs in Clackamas County.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>Two Repair Fairs are held in Clackamas County.</li> </ul>	C/O	<ul style="list-style-type: none"> <li>Clackamas County hosted and/or supported 4 Repair Fairs in 4 communities (West Linn, Milwaukie, Oak Grove, and Oregon City).</li> <li>Staff met with regional repair groups to learn more about supporting Repair Fairs.</li> <li>Staff worked with Public &amp; Govt Affairs to create two social media videos to promote repair fairs in the county.</li> </ul>
<p><b>Supporting the regional Master Recycler program and Master Recycler volunteers.</b></p> <p><b>Strategy:</b></p> <p>8. Host and support one course in Clackamas County each fiscal year. (April &amp; May)</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>Provide enhanced support for Master Recyclers to conduct outreach and fulfill payback hours at a minimum of 4 community events. (County staff will organize and back-fill MR volunteers.)</li> <li>At least 3 kits made available for use by Master Recyclers when tabling at additional events in the community.</li> <li>At least 4 staff presentation given during the MR course.</li> </ul>	C/O	<ul style="list-style-type: none"> <li>Enhanced support for Master Recyclers was provided for at least 43 events. Master Recyclers volunteered at a total 93 events. There were 41 unique volunteers for a total of 748 hours.</li> <li>Four kits were available to Master Recyclers for tabling at community events and can be viewed on the Master Recycler website. They include: <ul style="list-style-type: none"> <li>Garbage and recycling funnels that show actual materials going into recycling and garbage containers,</li> <li>Recycling Yes and No boards</li> <li>Green Cleaners</li> <li>Reduce Wasted Food (ESWLC)</li> </ul> </li> <li>Staff presentations were given at the April/May 2017 Master Recycler training including Residential, Multifamily, Recycle at Work, School Recycling, and Wasted Food. An additional staff member was on the Waste Reduction Panel.</li> </ul>
<b>Recycling Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p><b>Curbside Recycling</b> – Outreach to residents about recycling at home.</p> <p><b>Strategy:</b></p> <p>9. Continue messaging about contamination in recycling and recyclables mistakenly put in the garbage, with a focus on materials identified in the most recent regional</p>	O/I	<ul style="list-style-type: none"> <li>The 2017 Spring edition of Citizen News contained an ad on the importance of leaving plastic bags out of curbside recycling, why they can't be recycled in curbside recycling, and how to properly recycle them. An accompanying article was specific to contamination of plastic bags at</li> </ul>

<p>waste composition study.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• Feature at least one article in Citizen News and provide content for city newsletters or solid waste bill inserts about current recycling topics such as recyclables going into the garbage or garbage going into recycling.</li> </ul>		<p>Multifamily complexes and addressed ways of preventing this contamination.</p> <ul style="list-style-type: none"> <li>• A bill insert is drafted and will be distributed FY17-18 after an accompanying survey on customer satisfaction is developed.</li> <li>• Staff worked with Public &amp; Govt Affairs to create a holiday video which talked about holiday specific recycling.</li> </ul>
<p><b>Strategy:</b></p> <p>10. At community events, tangibly model correct recycling with Recycling Yes/No displays. Continue to provide the Garbage &amp; Recycling guide in 5 languages at events, online and upon request.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• 500 Garbage &amp; Recycling guides will be distributed at community events and upon request.</li> </ul>	C/O	<ul style="list-style-type: none"> <li>• Recycling and Garbage funnels showing the actual materials going into Recycling and Garbage containers were used in the community.</li> <li>• Recycling flyers are available in five languages (English, Spanish, Simple Chinese, Russian, and Vietnamese).</li> <li>• 1197 Recycle Guides were distributed at a variety of community events. Additional Recycle Guides were likely distributed by Master Recyclers who checked out kits and kept the Recycle Guides for later distribution. They are also available on our website.</li> </ul>
<p><b>Alternative Recycling Options –</b> Promote recycling at depots and other non-curbside locations.</p> <p><b>Strategy:</b></p> <p>11. Continue to maintain the county area Recycling Depot list that features recycling locations for paper, metal, plastics, appliances, electronics, batteries, paint, deposit containers, yard debris and other materials. Promote Paint Care, Call2Recycle and Oregon E-Cycles.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• Recycling Depot list will be featured in at least one issue of Citizen News.</li> </ul>	C/O	<ul style="list-style-type: none"> <li>• The county area Recycling Depot list was updated in February 2017.</li> <li>• The Recycling Depot list was translated into Spanish in May 2017.</li> <li>• The Recycling Depot list was included in the Spring 2017 edition of Citizen News. It included Deposit Containers, Oregon E-Cycles, Paint and Stains, Prescription medicine, Sharps (needles, lancets, syringes), as well as the traditional drop-off depot locations.</li> <li>• A full page in the Fall 2016 edition of Citizen News featured Recycling and Reuse locations in Clackamas County and included information on non-curbside plastics, unwanted medication, electronics, paint and donating usable materials.</li> <li>• The Recycling Depot list is also on the back of the English version of our Recycle Guide.</li> </ul>
<p><b>Strategy:</b></p> <p>12. Have an ad or article in one issue of Citizen News that encourages redemption of deposit containers and indicates why it's a preferable method of recycling.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• Feature one ad on redemption of</li> </ul>	C/O	<ul style="list-style-type: none"> <li>• Don't Trash It. Cash It! – Know Your Nickle ad promoting redeeming deposit containers was in the Fall 2016 edition of Citizen News.</li> <li>• The Winter 2017 edition of Citizen News included an ad on the Oregon Bottle Bill deposit and refund value</li> </ul>

<p>deposit containers in Citizen News.</p> <ul style="list-style-type: none"> <li>• Event recycling program will continue to promote Bottle Drop locations and returning deposit containers for fundraising.</li> </ul>		<p>increase.</p>
<p><b>Home and Backyard Composting Strategies:</b></p> <p>13. Continue to encourage residents to grasscycle and compost fruit/vegetable scraps and yard debris at home. Provide publications and display materials at community events and upon request.</p> <p>14. Continue to provide composting resources on our website, DIY instructions and provide links to external resources (OSU Extension and Metro).</p> <p>15. Continue to encourage using finished compost as a soil amendment and mulch in yards and gardens.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• One article on composting options and resources will be in Citizen News or other outreach channel.</li> <li>• Compost at home publications &amp; compost display materials will be provided at local farmers markets, County Fair and other community events.</li> <li>• One article or ad on the benefits of using finished compost will be Citizen News.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>• An article on how to backyard compost was featured in the Spring 2017 edition of Citizen News.</li> <li>• Composting publications and compost bin giveaways were used at the County Fair, the Employee Sustainability and Wellness Fair and the Milwaukie Farmers Market.</li> </ul>



**Multifamily Residential**

Waste Prevention Activities	Status	Implementation Notes
<p>Description of Activity: <b>Promote waste prevention</b> to property managers and residents at multifamily communities.</p> <p>Goals: Residents gain awareness of and learn behaviors and actions that result in less waste.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>1. Educate property managers through direct outreach, newsletter, events and our website about waste prevention. Distribute information on junk mail and food waste reduction.</li> <li>2. Partner with other local jurisdictions on the Eat Smart, Waste Less Challenge (ESWLC) See <i>Single-family Residential Strategy 1 for more details</i>. Develop a strategy for multifamily audience.</li> <li>3. Offer presentations and displays regarding waste prevention, recycling and other waste reduction messages upon request.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 50 communities receive waste prevention information.</li> <li>• 12 multifamily communities receive presentations or tabling on waste prevention.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>During the 2016-2017 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Distributed waste prevention information to at least 57 communities (Recycle Guides (57); Reduce, Reuse, Recycle booklets (7); ReUSE flyers (4); e-newsletters (52); JunkMail kits (4); etc.)</li> <li>• Gave 15 waste reduction and recycling presentation to 12 communities.</li> <li>• Provided waste reduction and recycling information while tabling at events at 1 community.</li> </ul>
<p>Description of Activity: <b>Promote reuse</b> to property managers and residents at multifamily communities.</p> <p>Goals: Residents reuse, swap or donate usable household items.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>4. Distribute materials that promote reuse such as Reduce, Reuse, Recycle Guide, Reuse flyer, Community Warehouse door hanger and/or Metro magnet.</li> <li>5. Continue identifying opportunities to</li> </ol>	<p>C/O</p> <p>C/O</p>	<p>During the 2016-2017 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Updated the ReUSE flyer to include current information and phone numbers.</li> <li>• Distributed information about reuse to at least 86 communities, either in-person (35) or via our e-newsletter (51)</li> <li>• Identified at least 6 communities as implementing a reuse event or ongoing storage, from libraries to small appliances and clothing to large furniture.</li> </ul>

<p>coordinate with a social service reuse organization such as Community Warehouse or similar non-profit to collect reusable items either on on-going basis or after an on-site collection event.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 100 communities receive information about reuse.</li> <li>• 3 communities implements a reuse activity – event or ongoing storage.</li> </ul>		
<p>Description of Activity: <b>Promote technical assistance</b> program to property managers.</p> <p>Goals: Property managers are aware of our program and request tools to educate tenants.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>6. Develop and distribute an electronic property manager’s newsletter that will be delivered quarterly that contains information about waste reduction and recycling topics to keep property managers current and informed about our services. Include reminders about available resources.</li> <li>7. Maintain updated information on the website: <a href="http://www.clackamas.us/recycling">www.clackamas.us/recycling</a> and <a href="http://www.clackamas.us/recycling/multifamily">www.clackamas.us/recycling/multifamily</a></li> <li>8. Highlight program assistance in one issue of Trash Talk.</li> </ol> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Newsletter is distributed to roughly 250 property managers for whom we have email addresses.</li> <li>• PMs request materials and assistance.</li> </ul>	<p>C/O</p> <p>C/O</p> <p>C/O</p>	<p>During the 2016-2017 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Published 4 quarterly e-newsletters that were distributed to the 188 emails on record. (This amount differs from the initial estimate of 250 because by the end of the year, 62 addresses were expired or no longer active.)</li> <li>• Reviewed 96 sites were reviewed for enclosure set-up and service capacity.</li> <li>• Distributed materials (flyers, decals, signs, etc.) to at least 68 communities.</li> <li>• Maintained up-to-date information on our multifamily webpages.</li> <li>• Published multifamily articles in 2 editions of Trash Talk (Fall '16 and Spring '17).</li> <li>• Received at least 12 requests for materials from property managers via our online multifamily order form.</li> </ul>
<b>Recycling Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p>Description of Activity: <b>Provide technical assistance to communities.</b></p> <p>Goals: Residents recycle often and right.</p>		<p>During the 2016-2017 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Delivered materials to at least 68 property managers.</li> </ul>



<p>Strategy:</p> <ol style="list-style-type: none"> <li>9. Offer assistance to an estimated 50 communities that have not received assistance in the past 2 years.</li> <li>10. Audit 10% of the service level data received from the collectors in May 2016, using site visits.</li> <li>11. Distribute reusable recycling bags for the collection and transport of recyclable materials to common recycling areas.</li> <li>12. Educate communities about plastic film recycling options at the grocery store to help reduce the amount in mixed recycling.</li> <li>13. Provide on-site assistance as requested.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• 30 additional PMs know about our services.</li> <li>• 70 communities have their service levels verified and adjustments to service needed if identified.</li> <li>• 500 recycling bags are distributed to property managers for residents.</li> <li>• 5 communities set up a source separated film collection to be taken back to grocery stores.</li> <li>• 100 communities receive resources, information and assistance.</li> </ul>	<p>C/O</p> <p>C</p> <p>C/O</p> <p>C/O</p> <p>C/O</p>	<ul style="list-style-type: none"> <li>• Verified 71 communities' on-site service levels in relation to the collector-reported levels.</li> <li>• Distributed 623 reusable recycling bags to 18 multifamily communities.</li> <li>• Helped 5 communities set up plastic film recycling.</li> <li>• Provided assistance to 135 communities (PM meetings, decals, flyers, site evaluations, etc.).</li> </ul>
<p>Description of Activity: Recruit and train an <b>AmeriCorps member</b> to help deliver multi-family pilot project to the 30 communities in Wilsonville and other communities as available.</p> <p>Goals:</p> <ul style="list-style-type: none"> <li>• Ensure access to recycling services for Wilsonville multifamily residents.</li> <li>• Increase the amount of recyclable materials recovered.</li> <li>• Ensure the recyclable materials collected are high quality.</li> </ul> <p>Strategy:</p> <ol style="list-style-type: none"> <li>14. Analyze existing service data to identify communities that could benefit from increased service.</li> <li>15. Identify communities that would</li> </ol>	<p>C</p> <p>C</p>	<p>During the 2016-2017 reporting year, we:</p> <ul style="list-style-type: none"> <li>• Conducted initial outreach to 30 multifamily communities in Wilsonville.</li> <li>• Identified 10 communities that could benefit from service level adjustments and encouraged property managers to coordinate with their collector.</li> <li>• Formally met with 13 property managers to coordinated outreach with their communities (bag deliveries, presentations, door-to-door outreach, etc.).</li> <li>• Documented lessons learned to apply to future outreach in Wilsonville and to other parts of the County. Some of those lessons</li> </ul>

<p>better be served by adjustments to enclosure.</p> <p>16. Provide outreach to communities with adequate access—meet with PM and develop strategy.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>The 30 communities in Wilsonville pilot program will receive targeted technical assistance including service level adjustments and interviews with PMs to develop targeted outreach to communities.</li> <li>A replicable model is identified to repeat in other areas throughout the county.</li> </ul>	<p>C/O</p>	<p>learned included:</p> <ul style="list-style-type: none"> <li>Ongoing outreach and support to multifamily communities is important and can be cost-effective (many residents can be reached with one visit or set of interactions).</li> <li>Continued support and communication from the collector (Republic), who can provide insight on problem properties, is key to helping us reach out to those properties.</li> <li>Reaching out to new property managers about our free services can help us continue to support their communities.</li> <li>The reusable recycling bags are well-received and a great way to invite waste reduction and recycling conversations with residents and property managers, alike.</li> <li>Encourage property managers to make service-level adjustments by contacting their collector when we identify a capacity or frequency need (note: this may have a monetary component).</li> <li>There may be an opportunity to partner with third-party valet companies that provide door-to-door service on the use of our durable recycling bags (for example at two communities in Wilsonville, Bridge Creek and Canyon Creek). We are testing them out with one.</li> <li>No two communities are the same, and each requires customized outreach that accounts for the size of enclosure, garbage and recycling set-up, and involvement of the property manager or other recycling advocate on-site.</li> </ul>
<p>Description of Activity: Begin <b>tracking assistance</b> to low income communities as defined by Section 8 status and explore possibilities to use other variables to measure assistance to under-served populations.</p> <p>Goal: To provide equitable service throughout the county.</p>		<p>During the 2016-2017 reporting year, we:</p> <ul style="list-style-type: none"> <li>Reached 135 total MF communities. This is 20% of the estimated total (655).</li> <li>We focus our outreach on low-income and senior communities, reaching a greater proportion of those communities.</li> </ul>

<p>Strategy:  17. If a lower percentage of Section 8 communities request service, target outreach to those communities through partnerships, cold calls and mailings.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• An equitable amount of service to Section 8 / low income communities.</li> <li>• An assessment of other opportunities / data sources, if any, to track equity in multifamily assistance</li> </ul>	C	<ul style="list-style-type: none"> <li>• We reached 35 of the 76 (46%) of the low income communities in the County (as determined by the County's Housing Authority, which tracks properties where there are income requirements or where vouchers are accepted):</li> <li>• We reached 25 of the 55 (55%) of the senior communities in the County.</li> <li>• Some communities are both low-income and 'senior'.</li> </ul>

## Construction & Demolition

Waste Prevention Activities	Status	Implementation Notes
<p>Description of Activity: Provide information about businesses accepting C&amp;D materials to be reused or repurposed.</p> <p>Goal: Encourage residents, businesses and organizations to engage in actions that result in greater supply and use of reusable C&amp;D materials.</p> <p>Strategy: 1. Continue to promote local businesses that accept and/or sell salvaged construction and demolition materials, building materials.</p> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Feature one ad about local reuse stores and/or one ad about Metro Paint in Citizen News.</li> <li>• Supply 50 each of Metro Healthy Home Improvement cards, Metro Paint, Canby Habitat ReStore and Rebuilding Center brochures in the DTD lobby, and at relevant events.</li> </ul>	C/O	<ul style="list-style-type: none"> <li>• An ad for Metro Paint was placed in Citizen News in the Spring 2017 issue</li> <li>• Reuse/donation stores were identified in the Fall 2016 Citizen News</li> <li>• We supplied related information in our program's lobby and at events</li> </ul>
<p>Description of Activity: Asbestos awareness</p> <p>Goal: Promote greater awareness of requirements for asbestos testing and documentation among contractors and homeowners.</p> <p>Strategy: 1. Work with Building Codes staff issuing permits to provide information about asbestos and Metro and DEQ requirements.</p> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• Permit customers are provided information about these requirements through our website and the DTD lobby</li> </ul>	C/O	<ul style="list-style-type: none"> <li>• Building Codes staff issuing permits were updated about asbestos acceptance standards and provided postcards for customers, which are also stocked in the lobby.</li> </ul>

<p>Description of Activity: Continue to identify opportunities to modify how Clackamas County and statewide Residential Construction code address deconstruction and salvage.</p> <p>Goals: Encourage increased use of deconstruction and salvage techniques.</p> <p>Strategy:</p> <ol style="list-style-type: none"> <li>1. Draft and propose building code amendments that allow deconstructed materials, to be submitted for inclusion in 2017 Residential Construction interim code update.</li> <li>2. Learn the processes and policies used by jurisdictions for building removal to explore potential for more consistent use of deconstruction and recovery of materials</li> <li>3. Collaborate with Metro on a forum to share deconstruction policy with a wider regional audience including building code officials</li> </ol> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Inclusion of potential code amendments for consideration in interim code update.</li> <li>• More building code officials in the region are exposed to deconstruction policy alternatives</li> <li>• Summary document is available to building code officials that identifies policy and administrative options that facilitate or encourage deconstruction</li> </ul>	C/O	<ul style="list-style-type: none"> <li>• Successfully drafted and submitted code amendments for inclusion in the Residential and Commercial structural code that will clarify the conditions in which deconstruction lumber can be used for new construction without special permission by the local building official. These amendments are slated for adoption statewide.</li> <li>• Our building codes administrator has been invited to discuss our efforts at a working group in coming months. We have yet to complete a summary document or forum on the issue and will work on the topic further in 2017-2018.</li> </ul>
<p>Strategy:</p> <ol style="list-style-type: none"> <li>1. Inventory residential properties potentially subject to removal in buildout of the County's transportation capital improvement plan to identify opportunities for deconstruction</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• A summary is developed of any such properties.</li> </ul>	I	Staff time was not allocated to this project, it will be revisited in the coming year.
<b>Recycling Activities</b>	<b>Status</b>	<b>Implementation Notes</b>

<p>Description of Activity: Distribute Metro Salvage and Recycling Toolkit to appropriate high traffic areas.  Goal: Provide residents, businesses and organizations with a tool allowing them to quickly locate a site that will recycle or reuse their C&amp;D materials.  Strategy:  4. Distribute toolkits at DTD lobby counter, local libraries, jurisdictions and relevant community events.  Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Supply 400 toolkits and carpenter’s pencils in DTD lobby resource area. Regularly stock.</li> <li>• Supply local libraries and local jurisdictions within Clackamas County with 150 Toolkits, restock at request.</li> </ul>	C/O	<p>Libraries and the lobby were supplied with these materials.</p> <p>This year in the County’s permit lobby:</p> <ul style="list-style-type: none"> <li>○ 56 salvage and recycling toolkits were taken;</li> <li>○ 27 asbestos flyers/postcards were taken</li> </ul> <p>At events around the County:</p> <ul style="list-style-type: none"> <li>○ 21 asbestos flyers/postcards were taken</li> </ul> <p>During a period of time we were out of asbestos information while it was updated at Metro.</p>
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<b>Toxicity Reduction</b>		
<b>Waste Prevention Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p><b>Safe Alternatives</b> – Promote alternatives to toxics  <b>Strategy:</b>  1. Continue outreach to residents about using less toxics at home, including using green cleaners.  <b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• Alternatives to toxics and using green cleaners will be featured in at least one issue of Citizen News or as an insert in solid waste bills.</li> <li>• Feature the Green Cleaners display and activity at 3 community events.</li> <li>• Distribute 300 Green Cleaner booklets at Wellness Fairs and other community events.</li> </ul>	O	<ul style="list-style-type: none"> <li>• The Winter 2017 edition of Citizen News featured an article discussing hazardous household products, how to properly dispose of at Metro’s Hazardous Waste Facility, and alternatives to toxics.</li> <li>• The Winter 2017 edition of Citizen News featured an article on green cleaners and included a recipe to make a green cleaner at home.</li> <li>• The Green Cleaners kit were at at least 10 events.</li> <li>• At least 318 green cleaner booklets were distributed events throughout the community.</li> </ul>
<p><b>Strategy:</b>  2. Green Cleaner presentation will be developed to accompany the Green Cleaner display and activity for use by county staff and Master Recyclers.  <b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>• 3 Green Cleaner presentations at community groups or multifamily communities by staff or Master</li> </ul>	O/I	<ul style="list-style-type: none"> <li>• A Green Cleaners presentation was developed and added to the Green Cleaners Kit. It is available for Master Recyclers.</li> <li>• No Green Cleaners presentations were given at multifamily communities or in community presentations – staff will continue to offer the topic.</li> <li>• 24 Master Recyclers attended a</li> </ul>

<p>Recyclers.</p> <ul style="list-style-type: none"> <li>15 Master Recyclers will attend a training about the Green Cleaner presentation, kit and activities.</li> </ul>		<p>training about the Green Cleaners kit in the Master Recycler class; 15 Master Recyclers attended a Summer Kickoff event that included information about the Green Cleaners kit.</p>
<p><b>Strategy:</b></p> <p>3. Continue to promote Grow Smart, Grow Safe tools and app, including the healthy lawn and garden pledge.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>Distribute 300 Healthy &amp; Safe Metro coupon booklets and Household Hazardous Waste flyer at community events.</li> </ul>	<p>O</p>	<ul style="list-style-type: none"> <li>Distributed 353 Healthy &amp; Safe Metro coupon booklets via an ad in Citizen News, and 173 at community events (562 total).</li> <li>Distributed 353 Household Hazardous waste flyers via an ad in Citizen News, and 60 at community events (413 total).</li> </ul>
<p><b>Recycling Activities</b></p>	<p><b>Status</b></p>	<p><b>Implementation Notes</b></p>
<p><b>Promote locations</b>, including the Metro Hazardous Waste Facilities, for safe disposal of toxic household materials.</p> <p><b>Strategy:</b></p> <p>4. Continue to promote the Metro Hazardous Waste Facilities for safe disposal of unwanted toxic hazardous materials.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>One or more ads or articles will be featured in Citizen News.</li> </ul>	<p>O</p>	<ul style="list-style-type: none"> <li>The Winter 2017 edition of Citizen News featured an article discussing household hazardous waste products, how to dispose of them safely, and promoted Metro’s Hazardous Waste Facility for disposal.</li> </ul>
<p><b>Strategy:</b></p> <p>5. Continue to encourage safe disposal of unwanted medication and medical sharps. Provide brochures at community events, links on our website and information upon request.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>Distribute 50 brochures - Clackamas River Water Providers “How to properly dispose of unwanted medication” at community events.</li> <li>Distribute 50 brochures – Metro “Safe disposal of medical syringes” at community events.</li> </ul>	<p>O</p>	<ul style="list-style-type: none"> <li>At least 20 Clackamas River Water Providers “How to Properly Dispose of Unwanted Medication” brochures were distributed within the community.</li> <li>At least 26 Metro “Safe Disposal of Medical syringes” brochures were distributed within the community.</li> <li>Sharps and hazardous waste disposal is included on our Depot list which is on the back of our Recycle Guide.</li> </ul>
<p><b>Strategy:</b></p> <p>6. Continue to encourage electronics recycling at Oregon E-Cycles and other electronics recycling locations. Continue to provide links on our website and include it on our Recycling Depot list.</p> <p><b>Indicator of Success:</b></p> <ul style="list-style-type: none"> <li>At least one article or ad on Oregon E-Cycles will be featured in Citizen News.</li> </ul>	<p>O</p>	<ul style="list-style-type: none"> <li>An ad about free electronics recycling through the Oregon E-Cycles program was featured in the Fall 2016, Winter 2016, and Spring 2017 editions of Citizen News.</li> <li>Electronics recycling through the Oregon E-Cycles program is included on our Depot list which is on the back of our Recycle Guide.</li> </ul>



<b>Other</b>		
<b>Required Elements</b>	<b>Status</b>	<b>Implementation Notes</b>
Demonstrate compliance with the Regional Service Standard (including individual jurisdictions within cooperatives)	O	Unincorporated Clackamas County and the cities of Barlow, Canby, Estacada, Gladstone, Happy Valley, Johnson City, Lake Oswego, Milwaukie, Molalla, Oregon City, Rivergrove, Sandy, West Linn and Wilsonville are all in compliance with the Regional Service Standard.
Maintain or increase curbside recovery levels (total tons and per capita tons recovered and disposed).	O	Clackamas County continues to actively promote increased recycling and recovery throughout the county and its cities. We monitor quarterly recycling and solid waste tonnage data from our franchises. Anecdotal information on recovery from local collection is available through the inspection of containers and recycling practices during technical assistance to businesses and multifamily communities, and during regular communication with franchised collectors. We continue to provide outreach, education and troubleshooting as described in the strategies and narratives outlined in the residential and business programs above, and respond with targeted outreach and education for areas that appear to be falling behind.
Participate in at least one regional waste reduction planning group.	O	Clackamas County staff actively participated in several regional work groups including the Solid Waste Directors, Commercial Work Group and Community and Residential Education Workgroup, and SWAAC. County staff also participated in other regional/state initiatives including but not limited to Disaster Debris Management, Commercial Food Scrap Requirement Policy group, and the Data Management Workgroup.
<b>Waste Prevention Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p><b>Oregon Green Schools</b> - Support the OGS program within schools.</p> <p>Goal: Provide information about how to reduce solid waste generated by schools and build momentum and excitement around issues of sustainability in schools.</p> <p>Strategies:</p>	O	<p>During the 2016-2017 school year, we certified 13 schools as Oregon Green Schools. This is in addition to the currently certified schools.</p> <p>We conducted 29 waste audits with schools.</p> <p>We currently have 23% of our 140 schools</p>



<ol style="list-style-type: none"> <li>1. Reach out to known contacts within schools, school and district-level administrators, school boards and others to invite participation in the Oregon Green Schools program.</li> <li>2. Support schools through the process of becoming OGS certified</li> <li>3. Conduct waste audits in schools and assist with waste reduction goals within schools</li> <li>4. Celebrate green school certification within schools at assemblies.</li> </ol> <p>Indicators of Success:</p> <ul style="list-style-type: none"> <li>• Minimum of 25% OGS certification of Clackamas County schools.</li> <li>• Student participation in audits</li> </ul>		<p>certified as Oregon Green Schools.</p> <p>Approximately 1,000 students participated in waste audits in Clackamas County during the 2016-2017 school year.</p>
<p><b>School Waste Reduction Packet -</b> Prepare and distribute annual waste reduction packet to all schools in Clackamas County.</p> <p>Goal: Provide information about how to reduce solid waste generated by schools.</p> <p>Strategies:</p> <ol style="list-style-type: none"> <li>1. Identify waste reduction opportunities for schools.</li> <li>2. Continue to refine list of best contact at each school to receive the annual packet.</li> </ol> <p>Indicator of Success:</p> <ul style="list-style-type: none"> <li>• All schools in the County will receive the annual waste reduction packet.</li> <li>• The number of contacts (calls and emails) we receive for waste reduction assistance in schools will be tracked.</li> </ul>	O	<p>All schools in Clackamas County received a waste reduction packet at the beginning of the school year. The packet included:</p> <ul style="list-style-type: none"> <li>• A list of presentations offered</li> <li>• An invitation to join the Oregon Green Schools program if they have not yet joined</li> <li>• A school recycling guide</li> <li>• Information about resources offered by the county</li> </ul> <p>36 contacts resulted from annual waste reduction packet.</p>
<p><b>School Presentations -</b> Deliver classroom waste reduction presentations as requested.</p> <p>Goal: Provide information about how to reduce amount of solid waste</p>	O	<p>Delivered 131 classroom presentations, reaching 2643 students.</p> <p>2643 students received messaging about actions they can take to reduce their impact on the environment.</p>

<p>generated by schools and students, engage and educate students.</p> <p>Strategy: Present different actions for students to take to practice waste reduction in their daily lives.</p> <p>Indicator of success: Students commit to one waste reduction action by the end of each presentation.</p>		
<p><b>Schools Mini-Grants</b> - Provide waste reduction mini-grants to schools after successful completion of an application.</p> <p>Goal: Support waste reduction in schools throughout Clackamas County.</p> <p>Strategy: Review grant applications to make sure they support projects that are likely to reduce waste in schools.</p> <p>Indicator of Success: Proven cost savings or waste reduction in schools after project implementation.</p>	O	<p>Distributed \$5,133.02 in grant funds to cover the following projects:</p> <ul style="list-style-type: none"> <li>• <b>Compost tumblers</b></li> <li>• <b>Greenhouse solar power</b></li> <li>• School vegetable garden support</li> <li>• Reusable water bottles</li> <li>• <b>Reusable classroom party kits (2)</b></li> <li>• <b>Replacing old refrigerators with new, energy star refrigerators</b></li> <li>• <b>Washable silverware (2)</b></li> <li>• <b>Bokashi Composting system</b></li> </ul> <p>The grants that have cost savings potential in <b>bold</b>.</p>
<b>Recycling Activities</b>	<b>Status</b>	<b>Implementation Notes</b>
<p><b>School Assistance-</b> Provide recycling and composting (where available) technical assistance to schools throughout Clackamas County</p> <p>Goal: Increase recycling and /or composting awareness and capability among students, school staff and faculty.</p> <p>Strategies:</p> <ol style="list-style-type: none"> <li>1. Reach out to schools to make them aware of the recycling assistance available. Methods for reaching schools include the</li> </ol>	O	<p>Delivered:</p> <ul style="list-style-type: none"> <li>• 26 Brute bottle and can containers</li> <li>• 27 Clear Streams</li> <li>• 360 Clear Stream bags</li> <li>• 290 10-gallon recycling bins</li> <li>• 6 Bus tubs for compost assistance</li> </ul> <p>Provided technical assistance to 73 schools.</p> <p>Provided technical assistance to 37 Title 1 schools, up from 25 in 2015-2016.</p>

<p>quarterly “Trash Talk” publication, cold calls and e-newsletters.</p> <ol style="list-style-type: none"> <li>2. Provide recycling containers and signage on request</li> <li>3. Provide annual yes/no recycling information to schools</li> </ol> <p>Indicator of success:</p> <ul style="list-style-type: none"> <li>• Track requests for recycling and composting technical assistance</li> <li>• Provide technical assistance to a minimum of 50 schools</li> </ul>		
<p><b>School Recycling Audits</b> - Conduct an audit of material found in recycling bins with interested schools</p> <p>Goal: Reduce contamination in recycling, identify waste reduction opportunities</p> <p>Strategies:</p> <ol style="list-style-type: none"> <li>1. Spot-check, document and correct recycling for contamination through education</li> <li>2. Identify opportunities for waste reduction (example: make sure paper is used on both sides before being placed in recycling bin).</li> </ol> <p>Indicator of success: Improvement over time, as seen by spot checks and follow-up audits. This is a baseline year, as we have not tracked this in the past. We will generate interest through the Oregon Green Schools certification process and we will offer this service when we are providing technical assistance to schools.</p>	O	<p>Conducted 9 full recycling audits Will check back in over time to monitor improvement.</p>

**Metro and Local Government  
Annual Waste Reduction Work Plan**

**FY 2016-17 End-of-Year Report for Annual Program Tasks**

**FY 16-17 Recycle at Work**  
**Narrative and Report on Implementation of Strategies Identified for 16-17**

Recycle at Work Outreach Strategy	
Target audience, goals, and outreach strategy	Status and Implementation Notes
Government Facilities (required)	
Goals: Clackamas County, our cities and local school districts will be strong leaders in actively modeling sustainable business operations.	
<p><b>Strategy:</b></p> <ol style="list-style-type: none"> <li>1. Ensure internal BRR compliance, updating signage at waste stations and recycling centers, as needed.</li> </ol> <ul style="list-style-type: none"> <li>○ Offer recycling refresher trainings at staff meetings</li> <li>○ Continue assistance to County Parks to improve in-park recycling (this may include improved recycling at Metzler and Eagle Fern, and Carver Boat Ramp).</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>Ongoing</b> –The buildings observed during this fiscal year were under BRR compliance. All County locations received new interior Recycling and Garbage signs with photos and explanations. The Recycling Guide includes a section on Reuse and Surplus Property. The Garbage sign includes specific paper products, plastic items and glass items that go in the garbage. Built-in recycling stations in the Public Services Building and the Development Service Building were provided with new signs to replace worn or missing signs as needed. Battery and toner cartridge recycling signs throughout the County offices were refreshed as needed.</li> </ol> <ul style="list-style-type: none"> <li>○ Provided presentations upon request to departments and assisted employees with recycling questions. The Finance Department, Community Corrections – McBrod, Facilities and the Milwaukie Center were among the departments or locations assisted.</li> <li>○ No action this year. Will reach out again</li> </ul>

2. Tour county buildings with Facilities staff to review and discuss recycling access options, including for new construction and renovation.

3. Continue educating County employees about recycling, toxics reduction, and waste prevention through the Wellness, Safety and Sustainability Fair, communication, and intranet content.

2. **New** – Staff worked with Facilities assisting one of our health clinics with service level adjustments and contamination issues. We will continue partnering on access issues for new construction and renovation. Other ways we worked with Facility staff this year include advising on a new contract for recycling services of batteries, fluorescent tubes and electronic waste to help streamline recycling efforts and increase diversion in all county buildings.

3, **Ongoing** – Staff supported several internal practices to reduce waste within county operations and educate employees. Some of these actions included:

- Staffed a sustainability table at the Wellness, Safety and Sustainability Fair were over 300 interactions occurred. Topics included recycling right, toxics reduction and preventing the wasting of food.
- The coffee cart on site went under new ownership. Staff met with new owners to discuss waste reduction and recycling, and encourage more use of reusable baskets and promote reusable dishware program.
- We provided guidance to the A-Team, a volunteer group that organizes the annual picnic along with other employee activities and fundraisers to minimize waste. Staff remind event planners of using reusable dishes at events or encouraging attendees to bring their own.
- Reusable dish carts are available for event organizers to check out for Clackamas County sponsored events. These were used for the Master Recycler class, Red Soils ice cream social, and other events. Staff were also encouraged to bring their own plate to the all-staff employee picnic.
- Weekly all staff communications included advertising of events such as food preservation classes, document shredding and proper disposal of prescriptions, collecting bottles and cans for charity, a repair fair, as well as promotion of the reusable dishware program for internal meetings.
- Additional waste reduction activities were implemented across the county

<p>4. Continue developing stronger relationships with our cities.</p> <ul style="list-style-type: none"> <li>○ Work with cities to keep their education materials on the web current.</li> <li>○ Encourage co-messaging with fee or other related notifications.</li> <li>○ Reestablish contact to receive new business lists.</li> <li>○ Encourage cities to participate in Leaders in Sustainability (LiS).</li> </ul>	<p>including HR rolling out paperless paystubs.</p> <p>4. <b>Ongoing</b> – New relationships were established with 5 jurisdictions including new connections in economic development, public works, and water departments. We also worked closely with the City of Wilsonville on a project co-sponsored through enhancement grant funding for fluorescent lamp recycling.</p> <ul style="list-style-type: none"> <li>○ Web content updates were identified to suggest to cities. Canby was the only jurisdiction so far to make any updates. We are still working on getting other cities to make updates.</li> <li>○ We received new business registration information from 4 cities. 2 of those cities just started sending us new business lists for direct outreach during the fiscal year.</li> <li>○ Conversations continue with Lake Oswego, Milwaukie, West Linn and Wilsonville, however no cities buildings were able to get certified during the fiscal year.</li> </ul>
<p><b>Indicators of success:</b></p> <ul style="list-style-type: none"> <li>● Confirm all county departments and buildings are in compliance with BRR, including update signage.</li> <li>● Reach 300 county employees at our Wellness Fair table.</li> <li>● City staff has a better understanding of the services we provide businesses in their community and support promoting our services.</li> <li>● 2 cities become LiS certified.</li> </ul>	
<p>New and Medium-Sized Businesses (required)</p>	
<p>Goals: Establish and grow our working relationships with new businesses.</p>	
<p><b>Strategy:</b></p> <p>5. Utilize mailings, advertising, Chamber of Commerce events, cold calling and newsletter content to draw new businesses into requesting our technical assistance.</p>	<p>5. <b>Ongoing</b> - We promoted our services through multiple channels this year including ads in Green Living Journal - <a href="#">Winter</a>, <a href="#">Spring</a>, Citizen News – <a href="#">Winter</a>, <a href="#">Spring</a>, (2) direct newsletters to 115 recipients (30-40% open rate), and paid advertisements in Pamplin Media community papers. It's unclear which businesses called related to these ads.</p> <p>6. <b>Ongoing</b> - We identified businesses from the 2014 State Data list selecting</p>

6. Identify a list of businesses who are candidates for cold calls that we haven't visited within the past year, to inform of our services.
7. Work with collectors to continue receiving new commercial account information in order for specialist to provide information to the new businesses. Continue distributing new account letter and resource order form that includes recycling and waste prevention information and direction on how to contact us for in-depth evaluations.
8. Partner with our Health Department to receive account information about permits for food service businesses that are new or in process of a large remodel.
9. Work with our permitting department to inform our program when a new business has received final occupancy so we can follow up with business at store opening.
10. Continue partnering with Chambers of Commerce by attending events and providing information for electronic distribution to their members.
11. Reestablish contact with our Cities to receive new business list.

**Indicator of success:**

- Engage 12 new businesses in LiS re/certification.
- Collectors and Health Department provide us with quarterly new account information.
- New business customers receive information about requirements and our services that lead

previous priority NAICS codes to do targeted outreach. While in the area we visited other businesses close by. Through this effort alone we visited around 300 businesses.

7. **Ongoing** - We received 120 leads from our collectors on new accounts in 16-17. Many of these businesses received a face-to-face visit, others received a mailer when staffing was limited. We didn't receive lists from all collectors or as frequently as we hoped and look forward to improving this channel of leads.
8. **Ongoing** - We received 3 quarterly and a yearend report from our Health Department. Ultimately, 475 businesses were identified and added to our target food generator list and around 30 received some engagement. We will be using this list for 17-18 engagement.
9. **Ongoing** - We initiated the conversation, but didn't get follow-through from the permitting department yet. They are working on their systems ability to report out.
10. **Ongoing** - We inventoried Chamber events and membership numbers in order to allocate staff equitably across all the local Chambers. Staff attended several business connection meetings and lunch and learns. We reestablished connections with West Linn and Molalla, and have continued strong relationships with Canby and Milwaukie.
11. **Ongoing** - We received new business registration information from 4 cities with over 120 leads. 2 new cities started sending us new business lists for direct outreach.

Over 40 businesses were engaged on LiS and are in some part of the process of completing the application. Revising the criteria for certification has made it easier for a business to become certified, but due to staffing constraints we haven't had as much dedicated time to helping those business that were close over the edge.

<p>to requests for technical assistance and possibly food waste reduction assistance.</p> <ul style="list-style-type: none"> <li>• Maintain an ongoing relationship with Chambers.</li> </ul>	
<p>Target Businesses that are Underserved or Underrepresented</p>	
<p>Goals: Ensure our services are equitably delivered, reaching underserved and underrepresented businesses and employees.</p>	
<p><b>Strategy:</b></p> <p>12. Form partnerships with Hispanic Chamber, Clackamas Community College ESL program, School District Migrant Liaisons/Recruiters, OAME.</p> <p>13. Attend Latino Resource Fairs and other events to make our services known in the community</p> <p>14. Continue expanding the number of resources available in other languages (examples include materials, phone messaging system, and translation card) Candidate languages for materials include Spanish, Russian, Simple Chinese, Vietnamese, Thai and Korean.</p> <p>15. Targeted outreach to Mexican and Asian restaurants (with translated resources and interpreting services).</p> <p>16. Create a record of businesses where English is not the primary language used with some or all staff.</p>	<p>12. <b>Ongoing</b> - We connected with the following groups and hope to pursue partnerships in providing our services: Clackamas Community College ESL Program, Los Niños Cuentan, WorkSource Clackamas, El Programa Hispano, Small Business Development Center.</p> <p>13. <b>Ongoing</b> - Due to staffing limitation for much of the year, staff only attended <b>1</b> event, the Latino Festival at Clackamas Community College, where we connected with other service providers, sharing our services for business assistance.</p> <p>14. <b>Ongoing</b> - 5 resources were updated to include Spanish. These include: <ul style="list-style-type: none"> <li>• Recycling boxes – CCC’s and desk side containers</li> <li>• Flyer on food scrap collection and donation</li> <li>• Poster for deposit container collection</li> <li>• Stickers for food donation</li> <li>• Phone messaging systems now includes an option in Spanish</li> </ul> <p>Staff continue to identify additional opportunities to expand our materials for Asian and Eastern European languages.</p> <p>15. <b>Ongoing</b> - Due to the lack of a database and staffing limitations only an introductory attempt was made to collect a record of businesses. Using state data and local knowledge, an introductory list was identified.</p> <p>16. <b>Ongoing</b> - Due to the lack of a database and staffing limitations only an introductory attempt was made to collect a record of businesses. From this short list these languages were</p> </p>





19. Evaluate resources and incentives offered to participating business (such as containers, durable dishes etc.).

**Indicators of success:**

- Update key program materials such as the evaluations, leave behind, website and other outreach materials to align with adjustments.

into one – leaving industry specific practices at the end. Based on feedback and experience, businesses now only need to complete 12 of 13 mandatory actions, but need to submit either a Sustainability Guide, a template we provide, or a Sustainability Plan. Relaxing this criteria has moved several organization off the fence and now qualify for certification. We plan to continue identifying ways to streamline the process. We updated our application, made modifications to the website and revised the web url to our [main business page](#) to make it easier to remember and navigate to.

19. **Ongoing** - Due to staffing limitations this strategy didn't advance as far as we had hoped. We reviewed our box distribution program and have set new criteria for received larger quantities of boxes. We were successful in having large property management companies pay all or a portion of the cost for the boxes to their tenants.

## **Recycle at Work Annual Report Narrative**

### **Successes and challenges in waste reduction and recycling**

As is typical, this year staff sought out and encountered businesses that were not set up with recycling or meeting BRR requirements. For example, staff worked with 76 (the gas station company), Akira Restaurant, Express Employment Professionals, Lam's Chinese Restaurant, McLoughlin Boulevard Market, New Cathay Restaurant and Bar, Sprint (Happy Valley), Verizon (McLoughlin Blvd) to set up basic recycling and help them reach BRR compliance. Other businesses were found to be only recycling cardboard such as the entire 205 Corporate Building, Grocery Outlet, and Babies "R" Us and were pleasantly surprised they could do more. We found others that needed glass service and didn't know this was an option.

Discussing plastic film during outreach in light industrial and retail areas has helped us get our foot in the door. We have offered large clear bags for select businesses to collect film, helping set the standard for proper preparation of the material. The challenge staff have been experiencing, which we believe Metro and local governments can address through new policy, is the inconsistent message from MRFs and some haulers. While some accept the material, others do not. One processor is on-board with us continuing our effort to educate businesses on film recycling and is supportive of education materials that explain the process and issues when this material is included.

In the Fall, as part of a corporate “tour” of their various locations, Shorenstein Realty Service in Lake Oswego contacted us to present in tandem with their Corporate Sustainability Manager to “refresh” their Kruse Business Park (20 buildings) tenants’ knowledge of recycling and advance sustainable practices. Tenants asked questions, tested their knowledge on the dos and don’ts, discussed recycling and sustainability issues. Since the presentation, Shorenstein has all but received verification on getting certified as a Leader in Sustainability. Additionally, three other Shorenstein tenants have pursued LiS certification, and are in process.

#### *Costco*

This year the Clackamas Costco made some dramatic improvements with their waste reduction and recycling efforts. With a change in management in 2015, and completion of several capital improvement projects, they were ready to start addressing recommendations Sustainability Advisors had been highlighting for the past four years. During a remodel of the breakroom, they installed dishwashers and reusable plates, based on case study information they received from our staff. They were also ready to revamp their recycling efforts and add compost service. This was strategically timed with an already-scheduled week of training on Safety. In preparation for the training, a Sustainability Advisor toured departments, collected recycling samples and identified common errors. We relocated containers, centralizing everything close to the garbage compactor. The recycling container was moved inside and space was made for roll carts for compost. Now it is much easier and staff are informed of what to put in the proper bin. When staff reviewed progress a significant reduction in their garbage was seen (4 tons a week!). We have built a strong relationship and are a trusted advisor across multiple layers of their store’s hierarchy.

#### *Starbucks*

For more than a year Clackamas County in collaboration with Washington County has had ongoing conversations with Starbucks at a national, corporate level. The goal of this project has been to create a local communication protocol for all of the jurisdictions in the region to support regional Starbucks stores’ solid waste programs. This protocol will allow Specialist to correspond directly with local Starbucks management staff when issues of non-compliance of BRR or other opportunities arise. Alternatively, this line of communication allows Starbucks to reach out to our jurisdictions with questions or problem-solving support specific to issues regarding solid waste or resource conservation. A protocol was recently established and participating staff hope to bring others up to speed on a Starbucks Partnership Project at the next CWG meeting.

#### *Leaders in Sustainability Recognition Program*

The Leaders in Sustainability recognition program provided us with an opportunity to work in-depth with a variety of businesses in Clackamas County and track adoption of sustainable practices. The program focuses on actions around material management, water and energy conservation, transportation and employee and community engagement. Of the 38 Leaders in Sustainability businesses, staff certified 5 this fiscal year. 35 others are working toward certification. Having a checklist to work off of helps businesses see what they have already accomplished and create a plan for their next actions.

#### *Property Managers*

In an effort to establish more relationships with property managers, we continue to expand on our work revised last year, but based on 2008 efforts with this sector. Last year, staff created a letter detailing Business Recycling Requirements and our resources and assistance that property managers could use for their tenants. Staff continue to use this letter to share information about our free resources and services. County staff continues to have good relationships and contacts with 4-5 large property managers. As a regional project, specialists revitalized relationships with BOMA and recently established a chance to present to the membership. We are in conversation to build on this opportunity and continue to get in front of their membership, however, property managers are still busy and hard to get their attention.

*BRR Enforcement*

There were no compliance actions taken.



**FY 2016-2017  
Food Waste Program Year End Report  
Clackamas County  
July 2016 - June 2017**

**Contract No. 934313**

The information included in this report covers the entire year of the grant, July 1, 2016 to June 31, 2017 includes, but is not limited to:

1. A list of businesses added or removed from the list provided by Metro
2. Updated spreadsheet provided by Metro
3. Narrative of successes or challenges

## **1. List of businesses added or removed from the list provided by Metro**

### *Businesses removed\**

The list originally provided by Metro included 142 businesses. After reviewing the list and outreach had been conducted, staff removed a total of 23 businesses, refining the list to 119 eligible businesses. The reasons for ineligibility: non-food generator businesses (total of 4), duplicate addresses (total of 7) or businesses that closed permanently (total of 15).

*\*Note: 3 of the 15 businesses that went out of business have new food generating establishments in their place, these locations are denoted on the Metro List spreadsheet and included in total for overall eligible businesses.*

### *Businesses added*

Clackamas County has identified over 450 businesses that potentially fall within the first two groups of food generators that would be covered by the proposed collection requirement as currently proposed by Metro. These potential businesses were gleaned from local knowledge, further review of State Data and Clackamas County Environmental Health Inspector information. A separate tab in the reporting spreadsheet, 'Non-Metro List', identifies additional businesses in these groups that we also reached.

## **2. Updated spreadsheet provided by Metro**

The updated spreadsheet provided by Metro is enclosed with this report. Overall, 54 of the 119 businesses, or 45%, are participating in some form of food scraps collection, food donation, or both. The Divert program used by 13 Safeway and Albertsons stores in Clackamas County could impact overall numbers if not considered part of food scraps collection for the Metro region, however they all donate to Oregon Food Bank and other area agencies on a regular basis. 65 businesses on the initial Metro list, or 55%, are not currently participating in food scraps collection or food donation, and 32 of the 65 businesses, or 49%, are located in areas where food scraps collection service is not available.

Summary of Metro and Non-Metro businesses that began food scraps collection program between July 1<sup>st</sup>, 2016 and June 30, 2017:

Businesses on Metro's initial outreach list –

- Costco/Clackamas
- New Seasons/Happy Valley
- Riccardo's Ristorante/Lake Oswego
- Trader Joe's/Lake Oswego
- The Bomber Restaurant/Clackamas

Businesses not on Metro's outreach list –

- Crown Plaza Hotel
- Rose Villa/Clackamas
- Yumm Café/Happy Valley

*Note: We created a consistent set of options for noting Responses from businesses on the spreadsheet— see the tab 'Call Responses' for a key.*

### **3. Narrative of successes or challenges**

#### *Challenges for Food Scraps Collection*

Outreach Specialists staff have been very active engaging food generating businesses in Clackamas County, but progress has been slow pending changes to the rate structure. (Effective July 1 2017 we are bundling food scraps collection service as part of commercial service for food generators, inclusive.) Many of the businesses identified on Metro's list are chain restaurants that state their deference to corporate policy, so individual stores do not have the autonomy to implement new programs. Many of these state they will add a food scraps collection program when it is mandated. Property managers and 3<sup>rd</sup> party service brokers represent an additional source of complexity. Outreach Specialists spend a considerable amount of time tracking down the proper contact and engagement to elicit a response. If there is a response it usually is that they are not interested due to cost, lack of enclosure space, pests or odor.

Commercial food scraps collection is not offered in rural unincorporated Clackamas County. In addition, some cities in Clackamas County do not yet offer the service: Oregon City, Wilsonville,\* Sandy, Villages at Mt Hood, Government Camp, Molalla, Estacada. The lack of service in these areas limited our options to assist some of the businesses on Metro's list.

*\*Note: Republic does service a handful of accounts in Wilsonville, but the program is unofficial. Clackamas County is waiting for official approval from the city before targeted outreach takes place.*

#### *Challenges for Food Donation*

The Metro list for 16-17 is comprised mainly of grocers and restaurants. Most grocers are part of Oregon Food Bank's Fresh Alliance program, and OFB has stated they are not interested in prepared food donations from restaurants. Clackamas County staff conducted a countywide survey of food rescue agencies to identify if any could potentially accept prepared food donations. Of the 50+ agencies interviewed staff ascertained there were only a few that may have the ability to accept, process and distribute prepared food donations. Due to myriad reasons, establishing any ongoing partnership between donors and recipients has been unsuccessful. Conclusion: there is a general lack of organizations with infrastructure to handle donations from restaurants in Clackamas County.

#### **Successes**

Staff created wasted food program tools and resources for businesses and Outreach Specialists.

- Webpages and online resources about food waste prevention, donation and food scraps collection for businesses
- Supporting collateral and resource toolkits

Clackamas County approved the bundling of commercial food scraps collection with commercial service in unincorporated urban Clackamas County and Happy Valley, and facilitated the same decision in Milwaukie, effective July 1, 2017. In collaboration with Kahut Waste Services, Sunset Garbage and Waste Management

Clackamas County Resource Conservation & Solid Waste

www.clackamas.us

this service will be offered in Happy Valley, Clackamas and Milwaukie, outreach to commence in Sept 2017.

Staff connected community agencies with each other when bulk surplus items were available ensuring they did not end up in the landfill and got to people in need.

Clackamas County worked with Clackamas Service Center (DEQ grant recipient) to increase refrigeration and freezer capacity allowing them to accept and distribute more food. This grant also funded another staff member to manage food donations. Clackamas County in collaboration with CSC created a video to highlight the impact of this upgrade for the community of clients CSC serves, the video went live in late spring. Unfortunately CSC had a fire in early July that has put some of the installation work on hold.

Please contact us with any questions you may have, and thank you for the support of our program!

Sincerely,

A handwritten signature in black ink, appearing to read "Eben Polk". The signature is fluid and cursive, with the first letter of each name being capitalized and prominent.

Eben Polk





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

In the Matter of an Agreement  
between the City of Barlow  
and Clackamas County

ORDER NO. 88-11


This matter coming on at this time to be heard, and it appearing to the Board that Winston Kurth, Director of Clackamas County Department of Transportation and Development, has recommended to this Board the adoption of an Agreement between the City of Barlow and Clackamas County for the collection and disposal of solid waste in and about the City of Barlow, and the Board being fully advised;

This Board finds that it would be in the best interest of Clackamas County to enter into said Agreement, now therefore

IT IS HEREBY ORDERED that Clackamas County enter into said Agreement, copy of which is to be placed on file in the Clackamas County Office of Financial Administration with this Order Number affixed thereto, with the understanding that said Agreement is subject to all public contracting laws and the Constitution of this State.

DATED this 7th day of January, 1988.

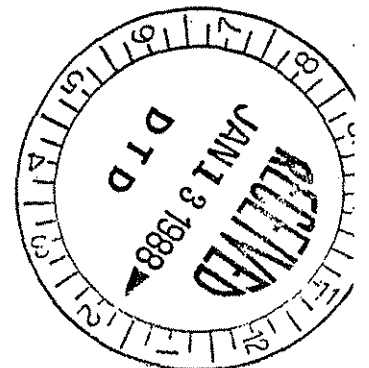
BOARD OF COUNTY COMMISSIONERS

  
Ed Lindquist - Chairman

  
Dale Harlan - Commissioner

  
Darlene Hooley - Commissioner

DTD



*D. Phillips*



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

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

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Canby (City) commencing November 1, 2009. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

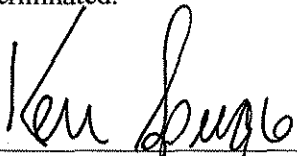
Since 1990 Clackamas County has successfully met the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Canby, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute the City's appropriation of the monies intended to fund activities relative to the Regional Solid Waste Management Plan to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division

10-15-09

Date



Amanda Klock- Interim City Administrator  
City of Canby

11-04-09

Date



Campbell M. Gilmour  
Director

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

SUNNYBROOK SERVICE CENTER  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## LETTER OF UNDERSTANDING

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Estacada (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

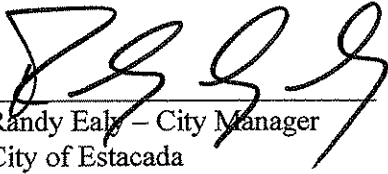
In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.



Ken Spiegle – Manager  
Community Environment Division, Clackamas County

9-5-08

Date



Randy Ealy – City Manager  
City of Estacada

9-8-08

Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Gladstone (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

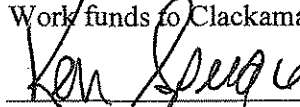
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Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.


Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

This letter clarifies the City intends to continue its partnership with Clackamas County in the waste reduction program. The County will provide the activities listed in the Annual Waste Reduction Plan, write the final report, work with Metro in development of next year's plan elements, and keep the City apprised of activities within its boundary. This letter further clarifies the County will provide direct assistance to businesses, schools and government facilities within the City as applies to meeting the requirements of the regional Recycle @ Work program.

In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Ron Partch – Administrator  
City of Gladstone

Aug 14-08  
Date

## INTERGOVERNMENTAL AGREEMENT

### Between the City of Happy Valley and Clackamas County

This agreement is entered into this 10<sup>th</sup> day of September, 2007, between the City of Happy Valley ("City"), a municipal corporation of the State of Oregon, and Clackamas County ("County"), a political subdivision of the State of Oregon.

WHEREAS, ORS 190.003 TO 190.030 allows for units of local government to enter into agreement for the performance of any or all functions and activities which such units have authority to perform; and

WHEREAS, Clackamas County has adopted a Solid Waste and Waste Management Ordinance on June 10, 1970; and

WHEREAS, Clackamas County has franchised the collection of solid waste and collects certain fees from the collection of such solid waste; and

WHEREAS, the City desires a contractual relationship with the County whereby the County will be responsible for administering Solid Waste Management Services on behalf of the City; and

NOW THEREFORE, Clackamas County and the City of Happy Valley hereby agree to the following:

**A. Effective Date and Termination**

This Agreement shall commence on July 1, 2007 upon execution by both parties and continue until terminated by either party. A party may terminate the Agreement for any reason with 90 day written notice, or upon 30 days written notice for breach of the Agreement, including non-payment of fees appropriately due, provided the breach is not cured during the 30 day period.

**B. The County Shall:**

1. If requested by the City, make appropriate recommendations to City officials regarding acceptable solid waste management practices in the City.
2. Collect the appropriate franchise fees earned from City customers and provide quarterly reports to the City regarding the amount collected.



3. Ensure the franchised solid waste collector(s) serving the citizens of Happy Valley comply with all applicable rules and regulations commensurate with the provision of the service.
4. Review and investigate all rate adjustment requests, make recommendations and bring these requests and recommendations before the Clackamas Solid Waste Commission so that the Clackamas County Solid Waste Commission may make its recommendation to the Clackamas County Board of County Commissioners. Prepare the Annual Waste Reduction Plan and required reports for Metro and the Department of Environmental Quality (DEQ).
5. Perform the tasks associated with meeting the requirements of the Annual Waste Reduction Plan, additional programs required of Metro to meet the requirements of the Regional Solid Waste Management Plan, and any programs required by the DEQ.
6. Prepare applications, administer and report to Metro, the County, and if requested, the City on the results of Metro funded projects.

**C. The City shall:**

1. Collaborate with the County on waste reduction and recycling educational and promotional programs delivered in the community.

**D. Compensation**

The County currently collects a five percent (5%) franchise fee on gross collection revenues (less revenue from the sale of recyclables and from customer payment of disposal from drop box service). Additionally, the County may receive grant money from Metro to perform the requirements of the County's Annual Waste Reduction Plan. The amount of money is predicated on the population being served. From time to time Metro may budget additional moneys to pay directly to local governments based on other metrics.

The County shall retain one-half of the franchise fee collected from solid waste customers within the boundaries of the City of Happy Valley as compensation for performing the services under this agreement. The franchise fee report and the balance of the fees shall be delivered to the City forty-five (45) days past the last day of the quarter in question.

Further, the City shall request Metro send the monies apportioned annually to the City of Happy Valley for carrying out the responsibilities required of the Regional Solid Waste Management Plan directly to the County.

Compensation is subject to review ninety (90) days prior to the end of each fiscal year. The purpose of this review is to determine whether the actual costs being incurred align with the revenue distribution in the agreement.

**E. Attorney Fees**

In the event any party files litigation to enforce this Agreement, or any portion thereof, the prevailing party shall be entitled to reasonable attorney fees and costs, including any fees and costs incurred in an appeal, as determined by the appropriate court.

**F. Amendment**

This Agreement may be amended within its current term or any successive term by the joint agreement of the parties. To be effective, all amendments shall be in writing and signed by authorized representatives of each party.

**G. Hold Harmless**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, the City shall hold harmless and indemnify County, its officers, employees, and agents against any and all claims, damages, losses and expenses (including attorney(s) fees and costs), arising out of, or resulting from the County's performance of this Agreement when the loss or claim is attributable to the acts or omissions of the City.

Subject to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, County shall hold harmless and indemnify City, its officers, employees, and agents against all claims, damages, losses and expenses (including all attorney (s) arising out of or resulting from County's performance of this Agreement when the loss or claim is attributable to the acts and omissions of County.

**H. Severability**

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

CITY of Happy Valley

By: Robert C. Robinson Date: 09/18/07  
Mayor

ATTEST:  
By: Maryellen Walden Date: 9/18/07  
City Recorder

Approved as to Form:  
By: Thomas Spaully Date: 10/17/07  
City Attorney

CLACKAMAS COUNTY

By: [Signature] Date: 2-7-08 C.1  
Chairperson, Clackamas County  
Board of Commissioners

Approved as to Form:  
By: David W. Anderson Date: 2/7/08  
County Counsel

ATTEST:  
By: Mary Ractnise Date: 2-7-08  
Recording Secretary



Campbell M. Gilmour  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

**LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Lake Oswego (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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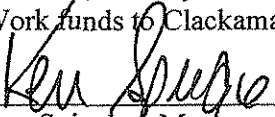
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\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Joel Komarek - ~~City Engineer~~ Project Director  
City of Lake Oswego

8/1/2008  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Milwaukie (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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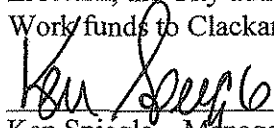
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
JoAnn Herrigel – Community Services Director  
City of Milwaukie

8/1/08  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Molalla (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

ORS 459 and 459A requires the metropolitan service district (Metro) for Multnomah, Washington and Clackamas counties and the cities therein in aggregate to develop integrated solid waste management plans and implement associated activities designed to meet goals established by the DEQ. Metro council adopts a DEQ approved Regional Solid Waste Management Plan (RSWMP) for a ten (10) year planning period. In each of the ten years local governments and Metro create annual work plans to meet the goals and objectives established in the RSWMP. A new RSWMP was recommended to Metro Council for adoption by both the Solid Waste Advisory Committee and the Metro Policy Advisory Committee, with the recommended action occurring on July 17, 2008.

Clackamas County actively engages with Metro in all matters associated with the provision of integrated solid waste management services within all of Metro's boundaries, paying particular attention to the effect of these plans on citizens within incorporated and unincorporated areas of Clackamas County. Additionally, many of the goals and objectives of the RSWMP are only accomplished through the cooperative working relationship Clackamas County has established with the franchised solid waste collectors operating within the County's borders.

Since 1990 Clackamas County has been successful meeting the requirements necessary for annual plan adoption by Metro. The adoption of the annual plan releases funds collected, by Metro, from the disposal of regional tons of solid waste to be land filled or incinerated. Clackamas County intends to continue participating in this process through the functional period of the newly adopted Regional Solid Waste Management Plan and in the development of future plans.

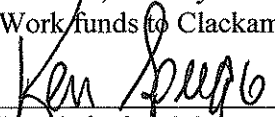
Key components of meeting the goals established by the RSWMP are directly related to the activities of the solid waste collection franchisee. Currently there are several collection practices considered to be standard components of the RSWMP. These include but are not limited to: 1) Weekly collection of residential recyclables; 2) Collection of glass separated on the truck from other recyclables; 3) Providing the opportunity for all businesses to have recyclables collected. Clackamas County, through this agreement, requests the opportunity to review any proposed deviation from the standard collection practices of the solid waste collection franchisee presented to the City. The review is for the purpose of ensuring continued compliance with the RSWMP. Clackamas County agrees to present the findings to the City.

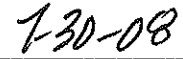
Clackamas County will continue providing staff for waste reduction planning, program implementation and education for the unincorporated areas of the County and in the cities of Barlow, Damascus, Estacada, Gladstone, Happy Valley, Lake Oswego, Molalla, Oregon City, Sandy, West Linn, and Wilsonville. Additionally, County staff will continue working in conjunction with the franchised solid waste collectors' Education Coordinator working throughout the County and its cities providing educational programs in schools.

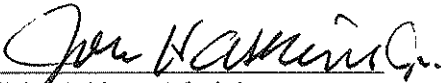


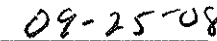
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In return, the City authorizes Metro to annually distribute their portion of the Annual Waste Reduction and Recycle @ Work funds to Clackamas County until this agreement is terminated.

  
\_\_\_\_\_  
Ken Spiegle - Manager  
Community Environment Division

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John Atkins - Administrator  
City of Molalla

  
\_\_\_\_\_  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the River Cities Environmental Services District (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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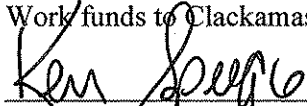
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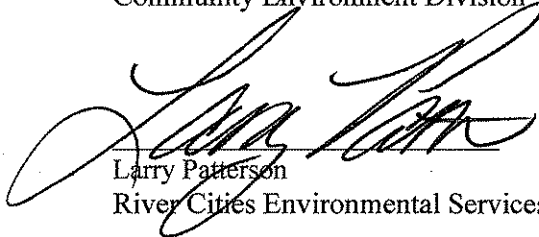
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\_\_\_\_\_  
Ken Spiegle – Manager  
Community Environment Division

7-30-08  
Date

  
\_\_\_\_\_  
Larry Patterson  
River Cities Environmental Services District

9/23/08  
Date



**Campbell M. Gilmour**  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

## **LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Sandy (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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Ken Spiegle  
Ken Spiegle - Manager  
Community Environment Division

7-30-08  
Date

Scott Lazenby  
Scott Lazenby - City Manager  
City of Sandy

8/1/08  
Date



Campbell M. Gilmour  
Director

**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**

**SUNNYBROOK SERVICE CENTER**  
9101 SE SUNNYBROOK BLVD. | CLACKAMAS, OR 97015

**LETTER OF UNDERSTANDING**

This letter of understanding is between Clackamas County's Department of Transportation and Development (Clackamas County) and the City of Wilsonville (City) commencing July 1, 2008. This agreement shall continue to stay in force until either party terminates the agreement. Either party may terminate this agreement with a 30-day written notice prior to May 1<sup>st</sup> of each year this agreement is in effect.

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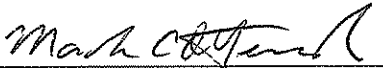
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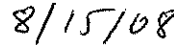
Ken Spiegle – Manager  
Community Environment Division



Date



Mark C. Ottenad  
City of Wilsonville



Date



SCOTT CAUFIELD, MANAGER  
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

December 21, 2017

Board of Commissioners  
Clackamas County

Members of the Commission:

Approving the subcontract between Bliss Sanitary Service, Inc. and  
Hoodview Disposal & Recycling, Inc.

<b>Purpose/Outcomes</b>	Approval of a subcontract for drop box services for collection service franchise 70-16-C held by Bliss Sanitary Service.
<b>Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Until terminated by the parties or the Board
<b>Previous Action</b>	Solid Waste Commission approval December 21, 2017.
<b>Strategic Plan Alignment</b>	Build public trust through good government and Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rick Winterhalter, Sr. Sustainability Analyst DTD RC&SW 503-742-4466
<b>Contract No.</b>	N/A

## Background

Staff has received a request for a recommendation to approve a subcontract agreement between Bliss Sanitary Service, Inc. (Bliss) and Hoodview Disposal & Recycling, Inc. (Hoodview). Bliss currently holds a collection service franchise (70-16-C) providing service in the Mt. Hood area. Hoodview is a franchised collection service company currently providing solid waste collection services, including drop box service, in the County. Hoodview also serves the cities of West Linn, Canby and Sandy.

Bliss is an original franchise holder and has always subcontracted for drop box services. The current subcontractor Keller Drop Box, Inc., a Republic Services company (Keller) has chosen to terminate the existing agreement. Keller and Hoodview are prepared to ensure there is no interruption in service if approval is granted.

Chapter 10.03.260 3. of the Clackamas County Code provides that a Solid Waste and Recycling Collection Service Franchisee may subcontract with another person to



In The Matter of Approval of a  
Subcontract between Hoodview  
Disposal & Recycling, Inc. and Bliss  
Sanitary Service, Inc. for Drop Box  
Collection Service

Order No.

Page 1 of 2

**WHEREAS**, this matter coming before the Board of County Commissioners at this time and it appearing to the Board that a request from Bliss Sanitary Service, Inc., a solid waste collection franchise holder, to enter into a subcontract with Hoodview Disposal & Recycling, Inc. to provide drop box collection service, has been received by the Clackamas County Solid Waste Commission pursuant to Section 10.03.110 of the County Code, a full and true copy of the subcontract being attached hereto as Exhibit 1; and

**WHEREAS**, the Solid Waste Commission at its meeting on December 11, 2017 reviewed the request and made its findings as follows:

- A. That pursuant to Clackamas County Code Section 10.03.260(A)(3) the holder of a collection service franchise may subcontract with another person to provide service within a service area after giving written notice to and obtaining approval of the Board.; and
- B. That Bliss Sanitary Service, Inc. currently holds a collection service franchise in Clackamas County pursuant to Board Order No. 96-593; and
- C. That Hoodview Disposal & Recycling, Inc. currently holds a collection service franchise in Clackamas County pursuant to Board Approval recorded as 2007-3766; and
- D. That Hoodview Disposal & Recycling, Inc. has the necessary collection vehicles, equipment, facilities, personnel and experience to provide drop box service under the subcontract; and
- E. That Hoodview Disposal & Recycling, Inc. shall be subject to all laws, ordinances, and other applicable conditions and requirements of collection service franchise holders in Clackamas County.

**WHEREAS**, the Solid Waste Commission has recommended that the Board approve of the subcontract between Bliss Sanitary Service, Inc. and Hoodview Disposal & Recycling, Inc. for drop box collection service pursuant to Clackamas County Code Section 10.03.260(A)(3);

In The Matter of Approval of a  
Subcontract between Hoodview  
Disposal & Recycling, Inc. and Bliss  
Sanitary Service, Inc. for Drop Box  
Collection Service

Order No.

Page 2 of 2

NOW, THEREFORE, IT IS HEREBY ORDERED that the Board accepts the findings of the Solid Waste Commission and approves the subcontract between Bliss Sanitary Service, Inc. and Hoodview Disposal & Recycling, Inc., to be effective immediately; and

That as a subcontractor of a solid waste collection service franchise holder Hoodview Disposal & Recycling, Inc. shall be subject to all laws, ordinances, and other applicable conditions and requirements of collection service franchise holders in Clackamas County.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Recording Secretary

## DROP BOX SUBCONTRACT AGREEMENT

**THIS DROP BOX SUBCONTRACT AGREEMENT** ("Subcontract") is between BLISS SANITARY SERVICE, INC., ("BLISS"), and HOODVIEW DISPOSAL & RECYCLING, INC. ("HOODVIEW"). HOODVIEW and BLISS may be collectively referred to as the Parties, or individually as a Party.

**WHEREAS**, pursuant to an ordinance titled, Solid Waste Collection and Disposal Ordinance, adopted June 10, 1970 and accepted by BLISS as Franchisee on July 15, 1970, and which was redrafted and amended August 25, 1975 to read, Solid Waste and Waste Management Ordinance (the "Franchise Ordinance"), Clackamas County granted an Exclusive Franchise for Solid Waste Management to BLISS for ten (10) years; that said Franchise has been renewed multiple times and shall continue to renew beginning January first (1st) of each year, for an additional ten (10) year term, unless at least thirty (30) days prior to January first (1st) of any year the County notifies all the Franchisees of intent to terminate the continuing franchise system, as per Clackamas County Code 10.03.300.

**WHEREAS**, the Ordinance granted the exclusive franchise and the corresponding responsibilities to BLISS, as Franchisee, but provides that the Franchisee may subcontract with others to provide Specialized Service, and further provides that said subcontract shall not relieve the Franchisee of total responsibility for compliance with the Franchise Ordinance.

**NOW, THEREFORE**, In consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BLISS and HOODVIEW do hereby enter into this Subcontract in accordance with the Solid Waste and Waste Management Ordinance of the County of Clackamas as follows:

1. BLISS subcontracts performance of the Specialized Service known as Drop Box Service under the Franchise Ordinance and within the Service Boundary to HOODVIEW.
2. HOODVIEW agrees to perform said Drop Box Service in a businesslike manner and in compliance with the Franchise Ordinance for the term of this Subcontract.
3. HOODVIEW agrees to perform said Drop Box Service for the length of the exclusive franchise granted under the Franchise Ordinance and including any extension, amendment or renewal of the Franchise granted by the Franchise Ordinance.
4. HOODVIEW agrees to bill all BLISS customers plus pay BLISS five (5%) percent of gross revenue after dumping fee, plus pay the Clackamas County Franchise

entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

j. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Subcontract will be brought against any of the Parties in Clackamas County Circuit Court of the State of Oregon and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

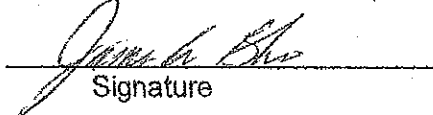
k. Severability. If any provision of this Subcontract is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Subcontract will not be in any way impaired.

l. Entire Agreement. This Subcontract (including the documents and instruments referred to in this Subcontract) constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Subcontract and supersedes all prior understandings and agreements, whether written or oral, among the Parties with respect to such subject matter.

m. Agreement Subject to Board Approval. The Parties hereby acknowledge and agree that this Subcontract is subject to the review and approval of the Board of County Commissioners of Clackamas County ("Board"). In the event that the Board does not approve this Subcontract, and does not offer an alternative version of this Subcontract, it shall terminate immediately.

**IN WITNESS WHEREOF**, the Parties indicate their execution of this Subcontract on this 1<sup>st</sup> day of December, 2017.

BLISS SANITARY SERVICE, INC.

  
Signature

By: James A Bliss  
Printed Name

Title: President

HOODVIEW DISPOSAL & RECYCLING, INC.

  
Signature

By: Andrew Kahut  
Printed Name

Title: President



SCOTT CAUFIELD, MANAGER  
RESOURCE CONSERVATION AND SOLID WASTE PROGRAM

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

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

December 21, 2017

Board of Commissioners  
Clackamas County

Members of the Commission:

Approval of the transfer of solid waste collection franchise (70-4-C) held by Mel Deines Sanitary Service, Inc. to Hoodview Disposal and Recycling, Inc.

<b>Purpose/Outcomes</b>	Approval of the transfer of a solid waste collection service franchise
<b>Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Until terminated by the Board or transferred
<b>Previous Action</b>	Solid Waste Commission approval December 21, 2017.
<b>Strategic Plan Alignment</b>	Build public trust through good government and Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rick Winterhalter, Sr. Sustainability Analyst DTD RC&SW 503-742-4466
<b>Contract No.</b>	N/A

### Background

The Clackamas County Solid Waste and Waste Management Code allows the holder of a solid waste or waste collection service franchise to sell their collection service or a portion thereof, to other persons provided that the buyer meets all applicable requirements met by the original Collection Service Franchise holder (seller). The Board may approve the transaction with a recommendation from the Solid Waste Commission.

In 1989 the franchise area 70-5-C held by P. Deines Sanitary Service, Inc. was renewed under the shared ownership of Deines Brothers Sanitary Service, Inc. and Mel Deines Sanitary Service, Inc. On February 15, 1990 the Board approved a transfer of the Mel Deines Sanitary Service, Inc. franchise (70-4-C), principal owners Melvin and Louise Deines, along with that company's interest in P. Deines Sanitary Service, Inc. to Timothy M. Deines. On January 13, 2011 the Board approved a change in control of P. Deines Sanitary Service, Inc. from split ownership by Deines Brothers Sanitary Services, Inc. and Mel Deines Sanitary Service, Inc. to 100% ownership by Mel Deines Sanitary Service, Inc. (Mel Deines)

**RECOMMENDATION**

Staff respectfully recommends the Board of Commissioners approve the Transfer of Franchise (70-4-C) from Mel Deines Sanitary Service, Inc. to Hoodview Disposal and Recycling, Inc. effective January 1, 2018.

Sincerely,



Scott Caufield, Manager  
Resource Conservation & Solid Waste Program  
Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or [rickw@clackamas.us](mailto:rickw@clackamas.us).

**APPLICATION to TRANSFER a FRANCHISE**

**Transferor**

**Name of Franchise**

To be Transferred: Mel & P. Deines

**Origin Number of the Franchise**

Areas To Be Transferred: 70-4 & 5-C

**NAME OF AUTHORIZED FRANCHISE HOLDER:** Mel Deines Sanitary, Inc.

The Franchise holder is a:  Privately held corporation;  Publicly Traded

Corporation;  Partnership;  LLC;  Single Proprietorship;

Other \_\_\_\_\_

In the case of corporations please list all the officers and registered agent and their contact information. List the registry number assigned to the corporation by the Secretary of State's State Corporation Division for all business entities and aliases associated with the entity holding the current franchise. Attach documentation verifying the information or simply refer to the documentation. An example of the documentation would be a copy of the search results on the Secretary of State's State Corporation Division website.

<http://www.filinginoregon.com/>

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
104096-13	DBC	ACT	OREGON	12-20-1973	12-20-2017	
<b>Entity Name:</b> MEL DEINES SANITARY SERVICE INC.						
<b>Type</b>	REGISTERED AGENT			<b>Start Date</b>	12-10-1990	<b>Resign Date</b>
<b>Name</b>	TIMOTHY M DEINES					PHONE: 503-682-3900
<b>Addr 1</b>	25377 S HWY 211					
<b>CSZ</b>	ESTACADA	OR	97023	<b>Country</b>	UNITED STATES OF AMERICA	
<b>Type</b>	MAILING ADDRESS					
<b>Addr 1</b>	PO BOX 22265					
<b>CSZ</b>	MILWAUKIE	OR	97269	<b>Country</b>	UNITED STATES OF AMERICA	
<b>Type</b>	PRESIDENT/SECRETARY					
<b>Name</b>	TIMOTHY M DEINES			<b>Resign Date</b>		

**Transferee**

**Name of Business Entity Proposing to Hold the Mel & P. Deines franchise areas 70-4&5-C named above:**

HOODVIEW DISPOSAL & RECYCLING, INC.

*This will be the name used in the Board action granting this entity the privilege of operating a solid waste collection franchise under Clackamas County Code 10.03.*

This business entity is a:  Privately held corporation;  Publicly Traded Corporation;

CSZ	CANBY	OR	97013		Country	UNITED STATES OF AMERICA
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TRANSFEEE

1. I SHALL notify the County of any intent to change principal ownership or name of the business entity holding the franchise.  
 YES       NO
2. I SHALL submit a written request receive the forms for *Change in Control* or *Name Change* of the Franchise Holder prior to either action occurring.  
 YES       NO
3. I SHALL notify the County of any intent to transfer the franchise to another person or entity.  
 YES       NO
4. I SHALL be bound by the County's decision to accept or deny a *Change in Control*, *Name Change*, or *Transfer* of the franchise.  
 YES       NO
5. I recognize the County's authority to revoke the privileges of holding this franchise without compensation.  
 YES       NO
6. I recognize the County's authority to realign the borders of the area served by this franchise.  
 YES       NO
7. I HAVE not willfully misrepresented the material facts or information given in this application for a franchise.  
 YES       NO
8. I SHALL not willfully misrepresent material facts or information given in a future application for a franchise.  
 YES       NO
9. I SHALL comply with all policies established by the County during the Franchise period.  
 YES       NO
10. I SHALL use only authorized disposal sites.  
 YES       NO
11. I SHALL notify the County of all disposal sites used at the time of this application and when those sites change.  
 YES       NO
12. I SHALL furnish the County with a Certificate of Insurance and comply with Section 10.03.160 B 4, 5 and 6 of the Clackamas County Solid Waste and Waste Management Code and any subsequent amendments of regulations adopted thereto.  
 YES       NO
13. I SHALL make accurate and timely franchise fee payments due the County under the Clackamas County Code and any subsequent amendments of regulations adopted thereto.  
 YES       NO
14. I SHALL submit, on forms provided by the County, the production records of the transferor beginning January 1 of the year of the transfer to the closest month end prior to the submittal of the request for transfer.  
 YES       NO



TRANSFeree (BUYER)

I/we agree to the above commitments and will attend any Board of County Commission or Solid Waste Commission meeting on this matter to answer any questions regarding the transfer of the franchise by any Board, Commission or staff member.

  
\_\_\_\_\_  
(signature)

Andrew Kabut  
\_\_\_\_\_  
(print name)

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
(signature)

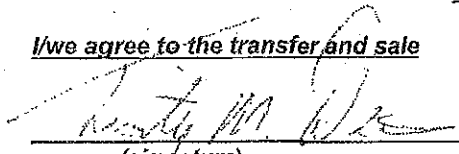
\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Title

DATE: 11-20-17

TRANSFEROR (SELLER)

I/we agree to the transfer and sale

  
\_\_\_\_\_  
(signature)

Timothy M. Deines  
\_\_\_\_\_  
(print name)

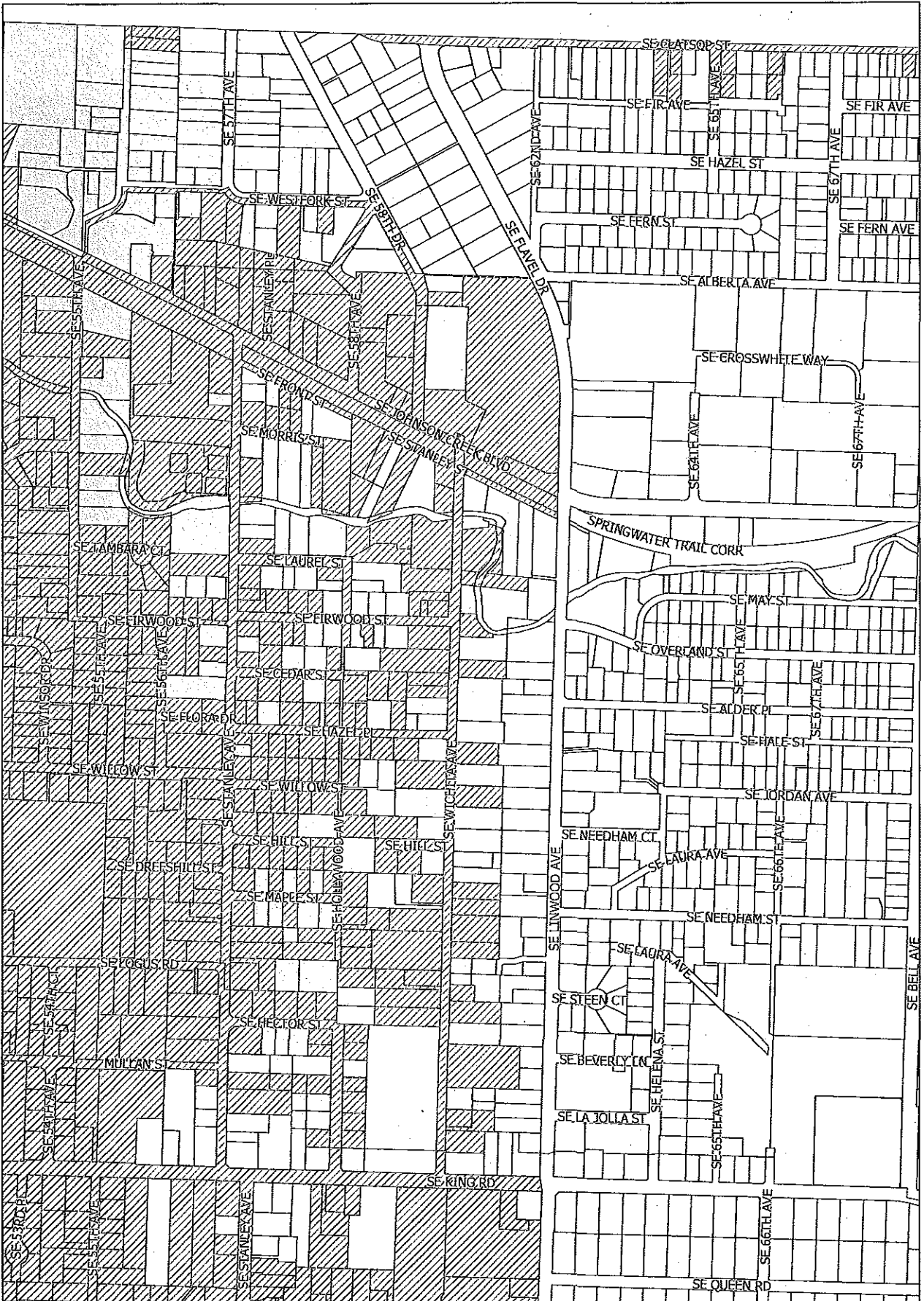
President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Title

DATE: 11-20-17



## Mel Deines Sanitary Service Area

- City of Milwaukie
- Hoodview
- Parcels
- Mel Deines



0 200 400 800 1,200  
 Feet



FOR MORE INFORMATION CONTACT THE CLACKAMAS COUNTY ENGINEERING DIVISION

In The Matter of Transfer of the  
Collection Service Franchise and  
service area of Mel Deines Sanitary  
Service, Inc. to Hoodview Disposal &  
Recycling, Inc.

Order No.

Page 1 of 2

**WHEREAS**, this matter coming before the Board of County Commissioners at this time and it appearing to the Board that an application for transfer of the Solid Waste Collection Service Franchise of Mel Deines Sanitary Service, Inc. to Hoodview Disposal & Recycling, Inc., has been received by the Solid Waste Commission pursuant to Section 10.03.240 of the County Code; and

**WHEREAS**, the Solid Waste Commission at its meeting of December 11, 2017 reviewed the application and made its findings as follows:

- A. That Mel Deines Sanitary Service, Inc. has requested the franchise (70-4-C) it currently hold be transferred to Hoodview Disposal & Recycling, Inc.; and
- B. That Hoodview Disposal & Recycling, Inc. meets all applicable requirements met by the original Collection Service Franchise holder as required by County Code Section 10.03.240; and
- C. That Hoodview Disposal & Recycling, Inc. has available collection vehicles, equipment, facilities and personnel sufficient to meet the standards of the Clackamas County Code Chapter 10.03; and
- D. That Hoodview Disposal & Recycling, Inc. shall be subject to all laws, ordinances, and other applicable conditions and requirements of franchise holders in Clackamas County.

**WHEREAS**, on the basis of its findings, the Solid Waste Commission has recommended in favor of the transfer of the Collection Service Franchise held by Mel Deines Sanitary Service, Inc. to Hoodview Disposal & Recycling, Inc.;

In The Matter of Transfer of the  
Collection Service Franchise and  
service area of Mel Deines Sanitary  
Service, Inc., to Hoodview Disposal &  
Recycling, Inc.

Order No.

Page 2 of 2

NOW, THEREFORE, IT IS HEREBY ORDERED that the  
Board accepts the findings and recommendations of the Solid Waste Commission set forth above;  
and

The Solid Waste Collection Service Franchise and  
service area (70-4-C) held by Mel Deines Sanitary Service, Inc., is hereby transferred to Hoodview  
Disposal & Recycling, Inc., said transfer to be effective immediately.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2017

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Jim Bernard, Chair

\_\_\_\_\_  
Recording Secretary



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 Amendment No. 10 of the Contract Documents  
with Earthworks Landscape Service, Inc.  
for Landscape Maintenance Services for Clackamas County**

<b>Purpose</b>	Request to approve contract extension with funding.
<b>Fiscal Impact</b>	Estimated cost of services for three months not to exceed \$81,000.00. Total contract value not to exceed \$1,828,944.00.
<b>Funding Source</b>	Facilities Management Budget, as allocated to departments.
<b>Duration</b>	January through March 2018.
<b>Previous BCC Action</b>	Contract Amendment No. 9 executed on September 7, 2017.
<b>Strategic Plan Alignment</b>	These services provide routine landscape maintenance, as well as supplemental snow removal and ice-melt treatment, for Clackamas County facilities, in order to preserve public and employee access, safety, the value of these assets, landscape health, and aesthetics.
<b>Contact Person</b>	Jeff Jorgensen, Facilities Manager, 503-734-6248 mobile

**Background**

The original contract was approved by the Clackamas County Board of County Commissioners on September 20, 2012, for a term through June 30, 2013, with the option to renew for four (4) additional one-year periods with the written agreement of both parties. The contract has since been renewed four (4) times through June 30, 2017, and extended once with funding through December 2017.

The original contract value was \$164,000.00, and the scope or rates have since been amended seven (7) times, increasing the maximum annual compensation to \$390,926.00 and the total contract value over (5) contract years to \$1,552,481.00. The initial contract extension increased the total contract value to \$1,747,944.00.

This amendment would provide an extension of time and funding to cover an additional three months of services through March 2018, in order to allow for continuity of maintenance to County facilities while a formal procurement process is completed.

This Contract has been reviewed to form by County Counsel.

**Recommendation**

Staff recommends the Board approve attached contract.

Respectfully Submitted,

Marc Gonzales  
Finance Director

Placed on the Board Agenda of \_\_\_\_\_ by the Procurement Division

**AMENDMENT #10**

**TO THE CONTRACT DOCUMENTS WITH EARTHWORKS LANDSCAPE SERVICES, INC FOR LANDSCAPE MAINTENANCE SERVICES FOR CLACKAMAS COUNTY FACILITIES**

This Amendment #10 is entered into between Earthworks Landscape Services, Inc. (“Contractor”) and Clackamas County (“County”) and it shall become part of the Contract documents entered into between both parties on September 20, 2012.

The Purpose of the Amendment #10 is to make the following changes to the Contract:

1. Section I. **SCOPE** is hereby changed as follows:  
The termination date is hereby changed from December 31, 2017 to **March 31, 2018**.
  
2. Section II. **COMPENSATION** is hereby changed as follows:  
An extension of time and unforeseen circumstances regarding additional Work activities has created a need to increase the compensation amount by **\$81,000.00**. The maximum compensation authorized under this contract shall not exceed \$1,828,944.00.

Original Contract Amount	\$ 164,000.00
Amendment #1 / Renew #1	\$ 182,000.00 additional services *
Amendment #2	\$ 36,000.00 additional services
Amendment #3	\$ 27,540.00 additional services
Amendment #4 / Renew #2	\$ 356,475.00 **
Amendment #5	\$ 16,000.00 additional services
Amendment #6 / Renew #3	\$ 379,540.00 ***
Amendment #7 / Renew #4	\$ 390,926.00 ****
Amendment #8	\$ Time only to 12/31/2017
Amendment #9	\$ 195,463.00
<b><u>Amendment #10</u></b>	<b>\$ 81,000.00 + Time</b>
<b>Total Amended Contract:</b>	<b>\$1,828,944.00</b>

\*Amendment #1 / Renewal #1 added additional \$18,000 for an expansion of services for the first renewal. Amendment #2 added landscaping for the Kellogg Treatment Plant. Amendment #3 added landscaping for Kellogg Park.

\*\*At Renewal #2 there was an additional \$100,940 in services added for Zones 1 & 2, the Sunnybrook Bldg., and WES O.C. Amendment #5 added an additional \$16,000 for emergency landscape services.

\*\*\*Renewal #3 included all the previous additional services.

\*\*\*\*Amendment #7/Renewal #4 included an hourly labor rate increase for a total of \$11,386 for the year.

**SIGNATURE PAGE FOLLOWS**

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect.

By signature below, the parties agree to this Amendment #10 effective upon the date of the last signature below.

Earthworks Landscape Services, Inc.  
PO Box 406  
Hubbard, OR 97032-0406

Clackamas County Board of County  
Commissioners by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form

506846-88 DBC / Oregon  
Oregon Business Registry #

6837 Expires 7/31/2018  
Oregon Landscape Contractors Board

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

DRAFT

Approval of Previous Business Meeting Minutes:  
November 30, 2017



## BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

**Thursday, November 30, 2017 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

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

### **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

### **I. CITIZEN COMMUNICATION**

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

1. Brian Johnson, Johnson city – asked about projects on Barlow Zimmerman and Strawberry lane and on housing affordability
2. Tony King, Milwaukie – Flooding concerns because of the development in Happy Valley

*~Board Discussion~*

### **II. PREVIOUSLY APPROVED LAND USE ISSUES** *(No public testimony on this item)*

1. Board Order No. \_\_\_\_\_ for the Previously Approved Exception to a Statewide Planning Goal and Conditional Use Application (Nate Boderman, County Counsel) *Previously Approved at the October 18, 2017 Land Use Hearing*

Nate Boderman, County Counsel presented the staff report.

*~Board Discussion~*

Chair Bernard asked for a motion.

#### **MOTION:**

Commissioner Schrader: I move we approve the Board Order for the Exception to a Statewide Planning Goal and Conditional Use Application as Previously Approve at the October 18, 2017 Land Use Hearing.

Commissioner Humberston: Second.

all those in favor/opposed:

Commissioner Fischer: No.

Commissioner Humberston: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Abstain.

Chair Bernard: No. The motion fails 2-2-1

*~Board Discussion~*

County Counsel to review and create a more detailed report for Commissioners and will bring back for Boards consideration at a Business meeting after the New Year.

2. Approval of Four Previously Approved Historic Landmark Designations *Previously Approved at the Oct. 18, 2017 Land Use Hearing*

Nate Boderman, County Counsel presented the staff report.

1. **Board Order No. 2017-137** Z0361-17-PDR – Oatfield House
2. **Board Order No. 2017-138** Z0605-09-HL – Charles Livesay House
3. **Board Order No. 2017-139** Z0266-17-Z - W.A. Shaw Building
4. **Board Order No. 2017-140** Z0320-15-HL – The Frank A. Heitkamper House

**III. PUBLIC HEARINGS**

1. Second Reading of **Ordinance No. 12-2017** Amending Title 11.03, Transportation System Development Charge of the Clackamas County Code and Declaring an Emergency *1<sup>st</sup> reading was 11-8-17*

Diedre Landon, Department of Transportation & Development presented the staff report. Chair Bernard opened the public hearing and asked if anyone wished to speak. Seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we read Ordinance No. 12-2017 by title only.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

Chair Bernard asked the clerk to read the Ordinance by title only and then asked for a motion to adopt the Ordinance.

**MOTION:**

Commissioner Humberston: I move we Approve Ordinance No. 12-2017 Amending Title Transportation System Development Charge of the Clackamas County Code and Declaring an Emergency  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

2. Resolution No. **2017-141** to Adopt the Transportation System Development Charges Methodology Report, Establish a new TSDC Capital Project List and Establish an Updated TSDC Rate Schedule

Diedre Landon, Department of Transportation & Development presented the staff report. Chair Bernard opened the public hearing and asked if anyone wished to speak. Seeing none he closed the public hearing and asked for a motion.

**MOTION:**

Commissioner Humberston: I move we approve the Resolution to Adopt the Transportation System Development Charges Methodology Report, Establish a new TSDC Capital Project List and Establish an Updated TSDC Rate Schedule  
Commissioner Fischer: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

3. Resolution No. **2017-142** Regarding Approval to Allow Rose Villa, Inc. to Issue Revenue Bonds in an Amount not to Exceed a Designated Amount

Chris Storey, County Counsel, Marc Gonzales, Finance presented the staff report.  
Chair Bernard opened the public hearing and asked if anyone wanted to speak.

1. Vassar Byrd, Rose Villa – She appreciated the assistance from Clackamas County in moving this forward.

*~Board Discussion~*

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

**MOTION:**

Commissioner Humberston: I move we approve the Resolution Regarding Approval to Allow Rose Villa, Inc to Issue Revenue Bonds in an Amount Not to Exceed \$30,000,000.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

4. Resolution No. **2017-143** Regarding Approval to allow Willamette View, Inc. to Issue Revenue Bonds in an Amount not to Exceed a Designated Amount

Chris Storey, County Counsel, Marc Gonzales, Finance presented the staff report.  
Chair Bernard open the public hearing and asked if anyone wished to speak.

1. Craig Van Valkenburg, Willamette View – He thanked the County and staff for their efforts on this for Willamette View.

*~Board Discussion~*

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

**MOTION:**

Commissioner Savas: I move we approve the Resolution Regarding Approval to Allow Willamette View, Inc to Issue Revenue Bonds in an Amount not to Exceed \$95,000,000.  
Commissioner Schrader: Second.  
all those in favor/opposed:  
Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**IV. CONSENT AGENDA**

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

**MOTION:**

Commissioner Humberston: I move we approve the consent agenda.  
Commissioner Fischer: Second.

all those in favor/opposed:

Commissioner Fischer: Aye.  
Commissioner Humberston: Aye.  
Commissioner Savas: Aye.  
Commissioner Schrader: Aye.  
Chair Bernard: Aye – the Ayes have it, the motion carries 5-0.

**A. Health, Housing & Human Services**

1. Approval of Amendment to an Intergovernmental Agreement No. 7916 with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) – *Social Services*

**B. Department of Transportation & Development**

1. Board Order No. **2017-144** Adopting the Vacation of a Portion of Bellevue Avenue
2. Approval of an Amendment to the Traffic Safety Commissioner Bylaws, Section 2.2 Term Limits

**C. Technology Services**

1. Approval of ORMAP Intergovernmental Agreement Contract No.3686-17 with the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

**V. DEVELOPMENT AGENCY**

1. Approval of a First Amendment to the Disposition Agreement with Trammel Crow Portland Development, Inc.
2. Resolution No. **2017-145** Declaring the Public Necessity and Purpose for Acquisition of Right-of-Ways, Easements, and Fee Property for the Clackamas Regional Center Mobility Improvement Project and Authorizing Negotiations and Eminent Domain Actions

**VI. COUNTY ADMINISTRATOR UPDATE**

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

**VII. COMMISSIONERS COMMUNICATION**

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

**MEETING ADJOUNED – 11:55 AM**

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



NANCY S. BUSH  
DIRECTOR

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

December 21, 2017

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of FY2017 Emergency Management Performance Grant  
between Clackamas County and the State of Oregon

<b>Purpose/Outcomes</b>	The Emergency Management Performance Grant (EMPG) agreement #17-503 will reimburse Clackamas County Disaster Management (CCDM) for up to 50% of pre-identified program costs.
<b>Dollar Amount and Fiscal Impact</b>	The grant agreement total value is \$162,395. The grant is a 50% federal share grant that will reimburse CCDM for up to fifty percent of salaries of six employees.
<b>Funding Source</b>	FY 2017 Emergency Management Performance Grant via the State of Oregon Military Department, Office of Emergency Management
<b>Duration</b>	Effective July 1, 2017 and terminates on June 30, 2018
<b>Previous Board Action</b>	The Board approved the application for this grant on June 15, 2017
<b>Strategic Plan Alignment</b>	1. Coordination and Integration of Planning and Preparedness 2. Ensure Safe, Healthy and Secure Communities
<b>Contact Person</b>	Nancy Bush, Director – Disaster Management Department, 503-655-8665
<b>Contract No.</b>	Grant number 17-503

**BACKGROUND:**

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

County Counsel has approved the agreement as to form.

**RECOMMENDATION:**

Staff respectfully recommends Board approval of the EMPG grant agreement #17-503.

Respectfully submitted,

Nancy Bush, Director

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
CFDA # 97.042  
CLACKAMAS COUNTY  
\$162,395  
Grant No: 17-503**

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

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **July 1, 2017** and ending, unless otherwise terminated or extended, on **June 30, 2018** (Expiration Date). No Grant Funds are available for expenditures after the Expiration Date. OEM’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 5.b.iv of this Agreement.

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

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

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

**3. Grant Funds; Matching Funds.** In accordance with the terms and conditions of this Agreement, OEM shall provide Subrecipient an amount not to exceed **\$162,395** in Grant Funds for eligible costs described in Section 6 hereof. Grant Funds for this Program will be from the Fiscal Year 2017 Emergency Management Performance Grant (EMPG) Program. Subrecipient shall provide matching funds for all Project Costs as described in Exhibit A.

**4. Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by OEM by amendment pursuant to Section 11.d hereof.

**5. Reports.** Failure of Subrecipient to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments, termination of this Agreement, or both.

**a. Performance Reports.**

- i. Subrecipient agrees to submit performance reports, using a form provided by OEM, on its progress in meeting each of its agreed upon goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2017 Emergency Management Performance Grant Program and how they address identified work plan elements.
- ii. Reports are due to OEM on or before the 30th day of the month following each subsequent calendar quarter (ending on March 31, June 30, September 30, and December 31).
- iii. Subrecipient may request from OEM prior written approval to extend a performance report requirement past its due date. OEM, in its sole discretion, may approve or reject the request.

**b. Financial Reimbursement Reports.**

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

**6. Disbursement and Recovery of Grant Funds.**

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

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

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

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

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

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

**a. Organization and Authority.** Subrecipient is a political subdivision of the State of Oregon and is eligible to receive the Grant Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**d. NIMS Compliance.** By accepting FY 2017 funds, Subrecipient certifies that it has met National Incident Management System (NIMS) compliance activities outlined in the Oregon NIMS Requirements located through the OEM at [http://www.oregon.gov/OEM/emresources/Plans\\_Assessments/Pages/NIMS.aspx](http://www.oregon.gov/OEM/emresources/Plans_Assessments/Pages/NIMS.aspx)

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



## **8. Records Maintenance and Access; Audit.**

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

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

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

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

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

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

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

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

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

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

## 10. Termination

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

## 11. GENERAL PROVISIONS

- a. **Indemnity.** To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OEM and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors. This Section shall survive expiration or termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each party shall bear its own costs incurred under this Section 11.b.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with OEM, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon such recipient's breach of conditions that requires OEM to return funds to the FEMA, hold harmless and indemnify OEM for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** OEM and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same by registered or certified mail, postage prepaid to Subrecipient or OEM at the appropriate address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed

to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OEM (or any other agency or department of the State of Oregon) and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of OEM. Subrecipient has no right or authority to incur or create any obligation for or legally bind OEM in any way. OEM cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient is not an "officer", "employee", or "agent" of OEM, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**n. Integration and Waiver.** This Agreement, including all Exhibits and referenced documents, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

SIGNATURE PAGE TO FOLLOW

**CLACKAMAS COUNTY**

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**  
(If required for Subrecipient)

By \_\_\_\_\_  
Subrecipient’s Legal Counsel

Date \_\_\_\_\_

**Subrecipient Program Contact:**

Sarah Eckman  
Administrative Services Manager  
Clackamas County Disaster Management  
2200 Kaen Rd  
Oregon City, OR 97045  
503-650-3381  
sarahste@clackamas.us

**Subrecipient Fiscal Contact:**

Michael Morasko  
Accountant 2  
Clackamas County Finance Dept  
2051 Kaen Rd  
Oregon City, OR 97045  
503-742-5435  
mmorasko@clackamas.us

**OEM**

By \_\_\_\_\_

Clint Fella  
Mitigation and Recovery Services Section Manager, OEM

Date \_\_\_\_\_

**APPROVAL FOR LEGAL SUFFICIENCY**

By Marvin D. Fjordbeck via email  
Senior Assistant Attorney General

Date November 21, 2017

**OEM Program Contact:**

Kelly Jo Craigmiles  
Operations and Emergency Program Coordinator  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-2865  
kelly.jo.craigmiles@state.or.us

**OEM Fiscal Contact:**

Natalie Day  
Grants Accountant  
Oregon Military Department  
Office of Emergency Management  
PO Box 14370  
Salem, OR 97309-5062  
503-378-3552  
natalie.day@state.or.us



# EXHIBIT A

## Project Description and Budget

### I. Project Description

The FY2017 EMPG Program focuses on the development and sustainment of core capabilities as outlined in the National Preparedness Strategy. Particular emphasis is placed on building and sustaining capabilities that address high consequence events that pose the greatest risk to the security and resilience of the United States. Capabilities are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The FY2017 EMPG Work Plan identifies the specific tasks to be performed towards the development and sustainment of core capabilities in Subrecipient's jurisdiction. The funds from this agreement are meant to supplement a portion of Subrecipient's day-to-day operational costs for Emergency Management, as outlined in Subrecipient's approved Work Plan. The Work Plan may be updated upon approval by OEM.

### II. Budget

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

Grant Funds:	\$162,395
Match Funds:	\$162,395
<b>Total Budget:</b>	<b>\$324,790</b>

Personnel Services – Nancy Busch	\$72,745
Personnel Services – Sarah Stegmuller-Eckman	\$59,182
Personnel Services – Nora Yotsov	\$58,355
Personnel Services – Jay Wilson	\$59,780
Personnel Services – Jamie Hays	\$44,844
Personnel Services – Jackie Nerski	\$29,884
General Office Supplies	\$
Other Supplies	\$
Rent	\$
Phone	\$
Other Utilities	\$
Contractual/Professional Services	\$
Maintenance Costs	\$
Travel/Vehicle Expenses/Mileage	\$
Training/Workshops/Conferences	\$
Cost Allocations/De Minimis	\$
Other	\$
Equipment	\$
<b>Total (Grant plus Match)</b>	<b>\$324,790</b>

## EXHIBIT B

### Federal Requirements and Certifications

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

#### II. Specific Requirements and Certifications

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

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

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

## **E. Environmental and Historic Preservation.**

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

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

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

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

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

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

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

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

**R. Construction Contracts.**

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

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

## EXHIBIT C

### Subagreement Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

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

ii. COMMERCIAL GENERAL LIABILITY.

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

Bodily Injury, Death and Property Damage:

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

iii. AUTOMOBILE Liability Insurance: Automobile Liability.

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

**Bodily Injury, Death and Property Damage:**

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

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

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

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

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



## **Exhibit D**

### **Information required by 2 CFR 200.331(a)**

1. Federal Award Identification:
  - (i) Sub-recipient name (which must match registered name in DUNS): Clackamas County
  - (ii) Sub-recipient's DUNS number: 096992656
  - (iii) Federal Award Identification Number (FAIN): EMS-2017-EP-00001-S01
  - (iv) Federal Award Date: September 21, 2017
  - (v) Sub-award Period of Performance Start and End Date: From July 1, 2017 to June 30, 2018
  - (vi) Amount of Federal Funds Obligated by this Agreement: \$162,395
  - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \* \$492,663.29
  - (viii) Total Amount of Federal Award committed to the subrecipient by the pass-through entity: \$162,395
  - (ix) Federal award project description: Emergency Management Performance Grant (EMPG) Program provides resources to assist state, local, tribal, and territorial governments in preparing for all hazards, as authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C 5121 et seq.).
  - (x)
    - (a) Name of Federal awarding agency: U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
    - (b) Name of pass-through entity: Oregon Military Department, Office of Emergency Management
    - (c) Contact information for awarding official of the pass-through entity: Andrew Phelps, Director, PO Box 14370, Salem, OR 97309-5062
  - (xi) CFDA Number and Name: 97.042, Emergency Management Performance Grants  
Amount: \$5,254,537
  - (xii) Is Award R&D? No
  - (xiii) Indirect cost rate for the Federal award: 0%
2. Subrecipient's indirect cost rate: 0%

\*The Total amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners  
Clackamas County

Members of the Board:

### Approval to Purchase Microsoft Enterprise Licenses from SHI International

Purpose/Outcomes	Continued and Expanded utilization of Microsoft Office, Exchange, Systems, SQL and related products and licenses.	
Dollar Amount and Fiscal Impact	\$725,080.88	Annual Payment in FY17-18
	\$725,080.88	Annual Payment in FY18-19
	\$725,080.88	Annual Payment in FY19-20
	----- \$2,175,242.64 Total Contract over 3 years	
Funding Source	747-0227 Existing Technology Services Allocated budget.	
Duration	3 years starting on January 1 <sup>st</sup> ,2018	
Previous Board Action	Approval of current Enterprise Agreement Renewal in FY14-15	
Strategic Plan Alignment	Direct support for County and Technology Service initiatives for: <ul style="list-style-type: none"> <li>- Build a strong infrastructure</li> <li>- Build public trust through good government</li> </ul>	
Contact Person	Dave DeVore (503) 723-4996	
Contract No.	N/A	

#### BACKGROUND:

Clackamas County has made a significant investment in technology to support and enhance the County business functions. A large and crucial component of this investment is in the desktop / server system software, office product tools, email services, systems & account management / security and system connectivity. While Technology Services is constantly monitoring the marketplace and available products, the County has chosen to follow what continues to be the defacto standard for much of the industry – the Microsoft platform and suite of products as being the best fit for the technical and business requirements of the County.

The Microsoft system platform and office suite products are highly integrated and are constantly being updated and upgraded. This requires rigid adherence to Microsoft protocols and update schedules to ensure the products work together properly. Microsoft also has developed a very strict and complex licensing process which covers all aspects of their software

utilization including product, connection and upgrade licensing. Rather than have customers manage literally thousands of individual licenses, Microsoft developed the Enterprise Agreement Program (EA). This not only allows a volume discount to large customers, but also greatly simplified the license tracking and support for the customer.

The State of Oregon entered into a Master Enterprise Agreement with Microsoft which allowed local governments to take advantage of statewide purchasing price levels when developing their own Enterprise Agreement with Microsoft. Technology Services has worked closely with Microsoft on a new Agreement to keep the costs as low as possible while still covering the product and licensing requirements of the County. In accordance with LCRB Rule C-046-0400 Technology Services is utilizing the NASPO Cooperative Agreement ADSPO16-130651, State of Oregon Participating Addendum Number 6454. SHI International is an authorized seller under the above referenced contract. In accordance with LCRB Rule C-046-0440, Procurement issued a seven (7) day notice of intent to purchase on December 5, 2017. Procurement did not receive any comments on the notice. The pricing has been fixed at \$725,080.88 per year for the next three (3) years from January 1, 2018 through December 31, 2020.

Technology Services is constantly performing reviews of available products as well as utilization of current systems to ensure efficient and cost-effective management of the diverse technical environment of Clackamas County. This includes internal auditing of usage to confirm County licensing is in compliance with procured licensing agreements. It was determined the continued utilization of the Microsoft Platform to be the preferred solution for both technical and business requirements of the County. It was also determined that an increase in the licensing of some of the products was required in order to keep increased utilization in line with license counts. This included an increase in the number of virtual servers utilized in the County to run a large array of applications. This also included an increase from 2200 to 2400 overall user licenses to reconcile the additional user count in the County – primarily due to the Clackamas County Sheriff Office moving some of their licensing onto the County EA Agreement to enhance support, product availability for CSSO staff, maintain compliance and increase efficiency.

<b>PRODUCTS RENEWED</b>	
<b>PRODUCT</b>	<b>DESCRIPTION</b>
Office Professional	Office Suite (Word, Excel, Access, Powerpoint )
Windows Desktop	Windows Operating System (Win 10)
Windows Enterprise Server	Windows Server Operating Systems
Exchange	County Email and Calendaring System
SQL Database	Primary database for most of the County Applications
Client Access Licensing	All required licensing, upgrade management and patching
Productivity Tools	Various productivity tools, utilities and accessories
Technical Support	Direct access to technical and product support
SharePoint	Integrates Document Management with Office and Internet
System Center	Integrated management utilities and Anti-Virus / Malware
Office 365	Allows Cloud based usage, mobile options for Office Suite
CIS Datacenter	Integrated management / licensing / monitoring of Servers
Skype for Business	Messaging system for inter-office communications
Technical Training	30 Days of technical training saving ~ \$30,000 in training budget

<b>INCREASED LICENSING</b>	
Office Professional	+200 users to cover increased user count
Client Access Licensing	+200 users to cover increased user count
SQL Database	+200 users to cover increased user count
CIS DataCenter	Upgrade to Data Center Product to allow increased server count

Funds for this purchase are budgeted in the Technology Services budget in Fund 747, Program 227, Account 437231. TS will budget funds for this purchase in FY18-19 and FY19-20. The Clackamas County Sheriff is also budgeting funds to help cover some of the cost increase due to their portion of the user count increase.

**RECOMMENDATION:**

Staff respectfully recommends approval of the purchase of the Microsoft Enterprise Licenses under the State of Oregon contract through SHI for the three (3) year period. Staff further recommends that the Board delegate authority to the Technology Services Director to sign any agreements necessary in the ongoing performance of this purchase.

Sincerely,

David Cummings, CIO  
 Director, Clackamas County Technology Services

Placed on the \_\_\_\_\_ agenda by Procurement



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with Tapani, Inc. for Construction of the  
Boyer Drive Extension Project**

<b>Purpose/Outcomes</b>	This contract will provide funding for construction of the Boyer Drive extension project.
<b>Dollar Amount and Fiscal Impact</b>	The contract value is \$2,027,484.00
<b>Funding Source</b>	Clackamas County Development Agency: Clackamas Town Center Urban Renewal District - no County General Funds are involved.
<b>Safety Impact</b>	This project will provide improved connections and operations at two intersections.
<b>Duration</b>	The contract will terminate on September 30, 2018.
<b>Previous Board Action</b>	The Board of County Commissioners previously approved contracts for design of the improvements.
<b>Contact Person</b>	David Queener, Program Supervisor, Clackamas County Development Agency – (503) 742-4322

**BACKGROUND**

The Clackamas County Development Agency is prepared to sign a contract with Tapani, Inc. to complete construction of the Boyer Drive extension project. This project will construct a new roadway between Fuller Road and 82<sup>nd</sup> Avenue that includes a cycle track, sidewalks, storm water facilities, landscaping, lighting and signal modifications. Additionally, the project includes improvements to the intersection at Fuller Road and King Road.

The engineer's cost estimate for construction was \$2,041,638.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS and LCRB Rules on September 26, 2017, Bids were publicly opened on November 2, 2017. Six (6) bids were received: R&R General, \$2,600,000; Kerr Contractors, \$2,386,155.00; Brown Contracting, Inc., \$2,120,682.00; Tapani, Inc., \$2,027,484.00; M.L. Houck Construction, \$2,238,687.25; and Nutter

Corporation, \$2,325,806.22. Tapani, Inc. was determined to be lowest responsive bidder. The total contract amount is not to exceed \$2,027,484.00.

The specifications require completion of all work June 30, 2018. Contract completion will be September 30, 2018.

County Counsel has reviewed and approved this contract.

**RECOMMENDATION:**

Staff recommends the Board approve and sign the contract with Tapani, Inc. for construction of the Boyer Drive extension project.

Respectfully submitted,

David Queener  
Development Agency Program Supervisor

Placed on the \_\_\_\_\_ Agenda by the Purchasing Division



## CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

### AGREEMENT FORM

This Public Improvement Contract for the **Boyer Drive Extension Project** (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "County," and **Tapani, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

WITNESSETH:

#### 1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **Two Million Twenty-Seven Thousand Four Hundred and Eighty-Four Dollars (\$2,027,484.00)** (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents as defined in Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the prices fixed in the Contractor's Bid Proposal for said work as set forth herein under the Schedule of Bid Prices.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Public Improvement Contract Opportunity
- Instructions to Bidders
- Supplemental Instructions to Bidders
- Bid Bond
- Bid Proposal and Schedule of Prices
- Public Improvement Contract Form
- First-Tier Subcontractor Disclosure Form
- Performance Bond and Payment Bond
- Prevailing Wage Rates
- Plans, Special Provisions and Drawings
- General Conditions for Construction for (Certified LPA) Clackamas County

#### 2. Representatives.

Contractor has named Leigh Tapani as its Authorized Representative to act on its behalf.

The County designates Joel Howie as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the County.

#### 3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the prior written permission of County, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to County at least 30 days prior to the intended time of substitution. When replacements have been approved by County, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the prior written permission of County. The Contractor's project staff shall consist of the following personnel:

**Project Manager:** Chad Mahoney shall be the Contractor's project manager and will participate in all meetings throughout the project term.

**Job Superintendent:** Jonah Sproul shall be the Contractor's on-site job superintendent throughout the project term.

#### **4. Contract Dates.**

ALL WORK MAY BEGIN UPON ISSUANCE OF THE NOTICE TO PROCEED (“NTP”)

SUBSTANTIAL COMPLETION DATE: June 30, 2018- except for plant establishment

FINAL COMPLETION DATE: September 30, 2018

#### **5. Insurance Certificates.**

In accordance with Section 00170.70 of Section 12, General Conditions for Construction for (Certified LPA) Clackamas County, Contractor shall furnish proof of the required insurance naming Clackamas County and the State of Oregon and the Oregon Department of Transportation as an additional insured. Insurance certificates may be returned with the signed Contract or may emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us).

#### **6. Tax Compliance.**

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 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: (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 County’s setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor’s breach of this 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 County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor’s property, operations, receipts, or income, or to Contractor’s performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

#### **7. Confidential Information.**

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to County or the State of Oregon. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of County and of State (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

#### **8. Counterparts.**

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

#### **9. Integration.**

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the



signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

**10. Liquidated Damages**

The Contractor acknowledges that the County will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents and Special Provision Section 00180.85. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

**In witness whereof**, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

**11. Contractor DATA:**

**Tapani, Inc.  
1904 SE 6<sup>th</sup> Place  
Battle Ground, WA 98604**

Contractor CCB # 63434    Expiration Date: 1/22/2019  
Oregon Business Registry # 079387-80    Entity Type: FBC                      State of Formation: Washington

*Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.*

Tapani, Inc.

Clackamas County Board of County Commissioners

\_\_\_\_\_  
Signature    Date

\_\_\_\_\_  
Chair    Date

\_\_\_\_\_  
Name / Title Printed

\_\_\_\_\_  
Recording Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel    Date



**DAN JOHNSON**  
MANAGER

**DEVELOPMENT AGENCY**

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

December 21, 2017

Board of County Commissioners  
Development Agency Board

Members of the Board:

Consent to Assignment of Ownership Interest- Clackamas Town Center

<b>Purpose/Outcomes</b>	Board consent to allow assignment of an ownership interest in a portion of the Clackamas Town Center property to facilitate the development of planned residential units
<b>Dollar Amount and Fiscal Impact</b>	Not Applicable
<b>Funding Source</b>	Not Applicable
<b>Duration</b>	Indefinite
<b>Previous Board Action</b>	Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	David Queener, Program Supervisor – Development Agency 503-742-4322 or <a href="mailto:davidque@co.clackamas.or.us">davidque@co.clackamas.or.us</a>

**BACKGROUND:**

The Clackamas County Development Agency entered into an Agreement for the Redevelopment of Land in the Clackamas Town Center Area (the “Agreement”) with GGP-TRS, LLC and Clackamas Mall, LLC on June 2, 2005. The Agreement set forth terms and conditions upon which blighted areas in Clackamas County consisting of certain improved real property commonly known as the Clackamas Town Center (the “Town Center Property”) would be cleared and reconstructed.

GGP-TRS, LLC and Clackamas Mall, LLC have completed most of their respective obligations under the Agreement. One remaining component of the Agreement required the construction of residential units. To facilitate this development GGP-TRS, LLC and Clackamas Mall, LLC plan to sell a portion of the Town Center Property to Dakota

Legacy Group, LLC. The residential development component is also required as part of the approved Master Plan for the Town Center Property, which has been reviewed by the Planning Division.

Section 5.2 of the Agreement places restrictions on the owner's authority to transfer its ownership interest in any part of the Town Center property. In order to facilitate the sale and development of the required residential units, the Development Agency Board will need to provide consent to the transfer in accordance with the terms of the Agreement.

The attached consent is sufficient to fulfill the requirements of the Agreement. County Counsel has reviewed the form of consent and has approved the attached.

**RECOMMENDATION:**

Staff respectfully recommends that the Board, as the governing body of the Clackamas County Development Agency, move by consent to:

- Agree to the transfer of the portion of the Town Center Property identified in the attached consent to Dakota Legacy Group, LLC.

Respectfully submitted,

David Queener  
Program Supervisor, Development Agency

## CONSENT TO ASSIGNMENT

**Effective as of December 21, 2017**

The undersigned hereby consent to the following:

WHEREAS, the Clackamas County Development Agency, the duly designated Urban Renewal Agency of the County of Clackamas, Oregon ("Agency"), GGP-TRS, LLC, a Delaware limited liability company ("Redeveloper"), and Clackamas Mall, LLC ("Owner") entered into that certain Agreement for the Redevelopment of Land in the Clackamas Town Center Area ("Redevelopment Agreement") dated June 2, 2005, for the clearance and reconstruction of blighted areas in Clackamas County ("County") consisting of certain improved real property commonly known as the Clackamas Town Center ("Center"); and

WHEREAS, Owner and Dakota Legacy Group, LLC ("Purchaser") entered into that certain Purchase and Sale Agreement dated September 8, 2017 ("Purchase and Sale Agreement"), for the purchase and sale of a 1.96 acre parcel of land subject to the Redevelopment Agreement, identified as "Parcel 2" in Exhibit "A" which is attached hereto and incorporated herein, and identified on the Clackamas County Assessor's Map 12E33C as a portion of tax lot 00600 ("Property"); and

WHEREAS, the Redevelopment Agreement places certain restrictions on transfers of property subject thereto; and

WHEREAS, the Clackamas County Board of County Commissioners, as the governing body of the Clackamas County Development Agency, after due consideration, have determined to consent to the transfer of the Property from Owner to Purchaser.

NOW, THEREFORE, BE IT RESOLVED, the Clackamas County Development Agency hereby consents to the transfer of the Property from Owner to Purchaser consistent with the representations contained herein for the limited purpose of providing the required approval as set forth in Section 5.2 of the Redevelopment Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first written above.

CLACKAMAS COUNTY DEVELOPMENT AGENCY

By: \_\_\_\_\_  
Chair

Date: December 21, 2017

# PARTITION PLAT NO.

A REPLAT OF LOT 6,  
 "CLACKAMAS TOWN CENTER" (PLAT NO. 2531)  
 SITUATED IN THE SOUTHWEST AND SOUTHEAST 1/4  
 OF SECTION 33, T. 1 S., R. 2 E., W.M.,  
 COUNTY OF CLACKAMAS, STATE OF OREGON

SURVEYED: \_\_\_\_\_  
 JOB NO.: 14841  
 SCALE: 1" = 60'  
 SHEET: 1 OF 2

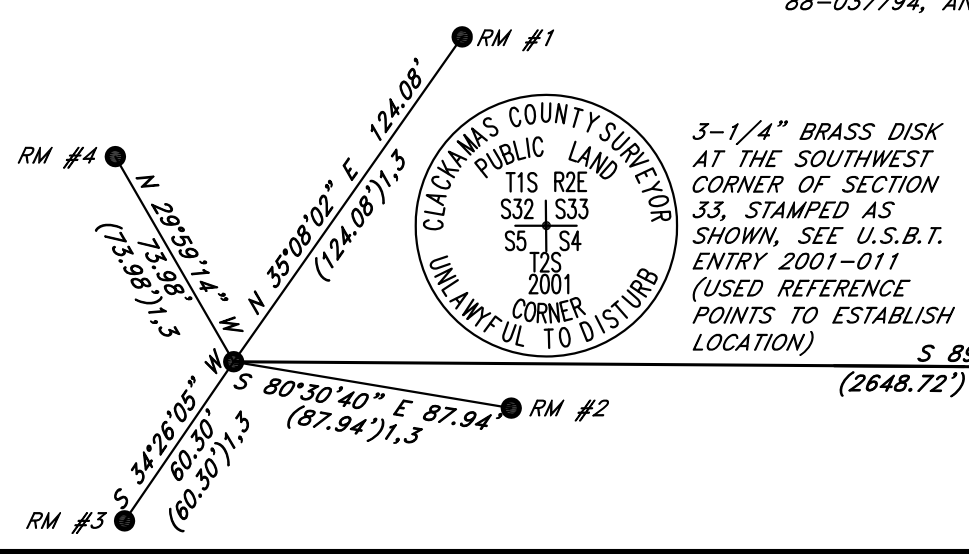
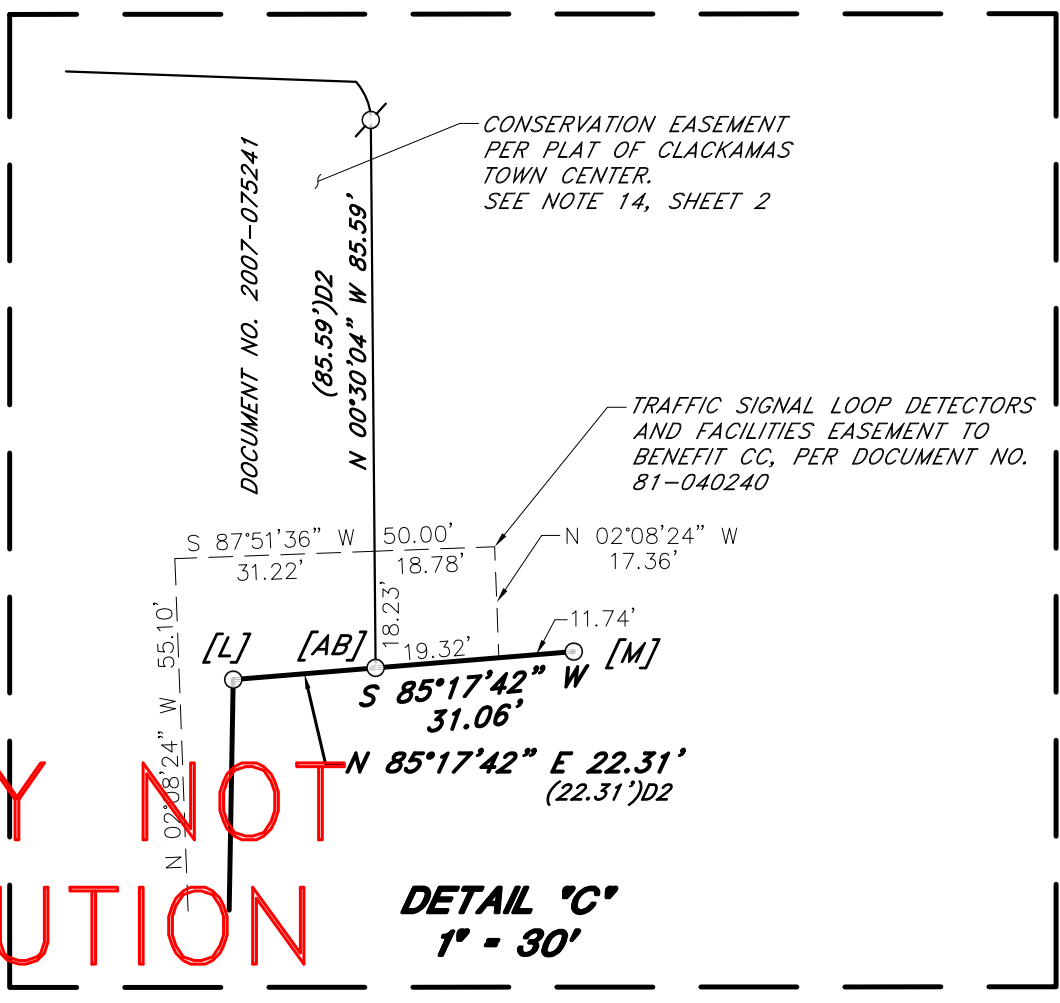
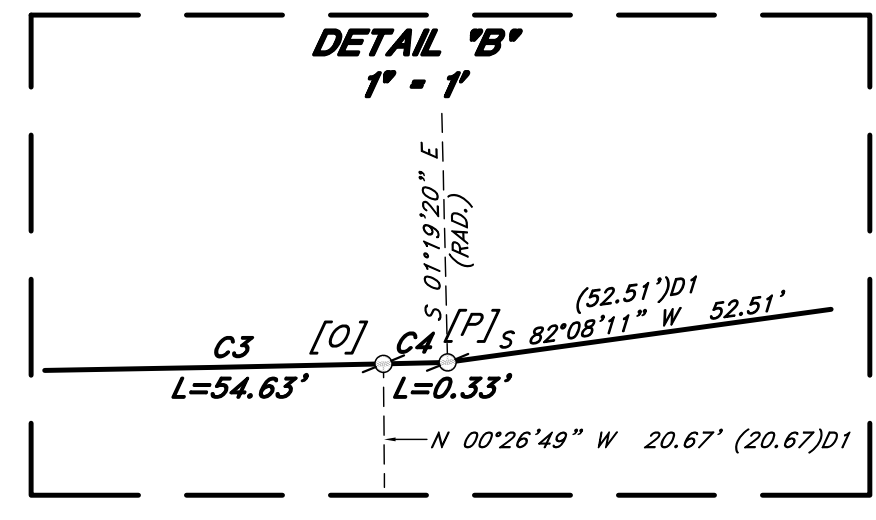
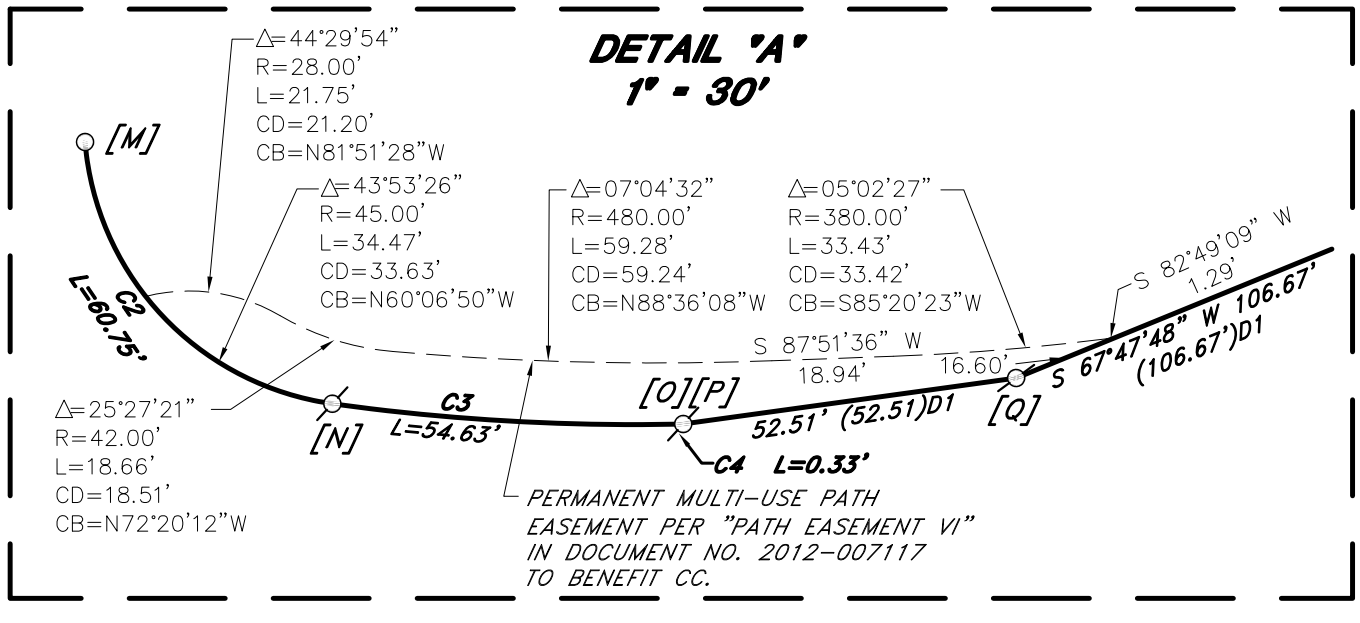
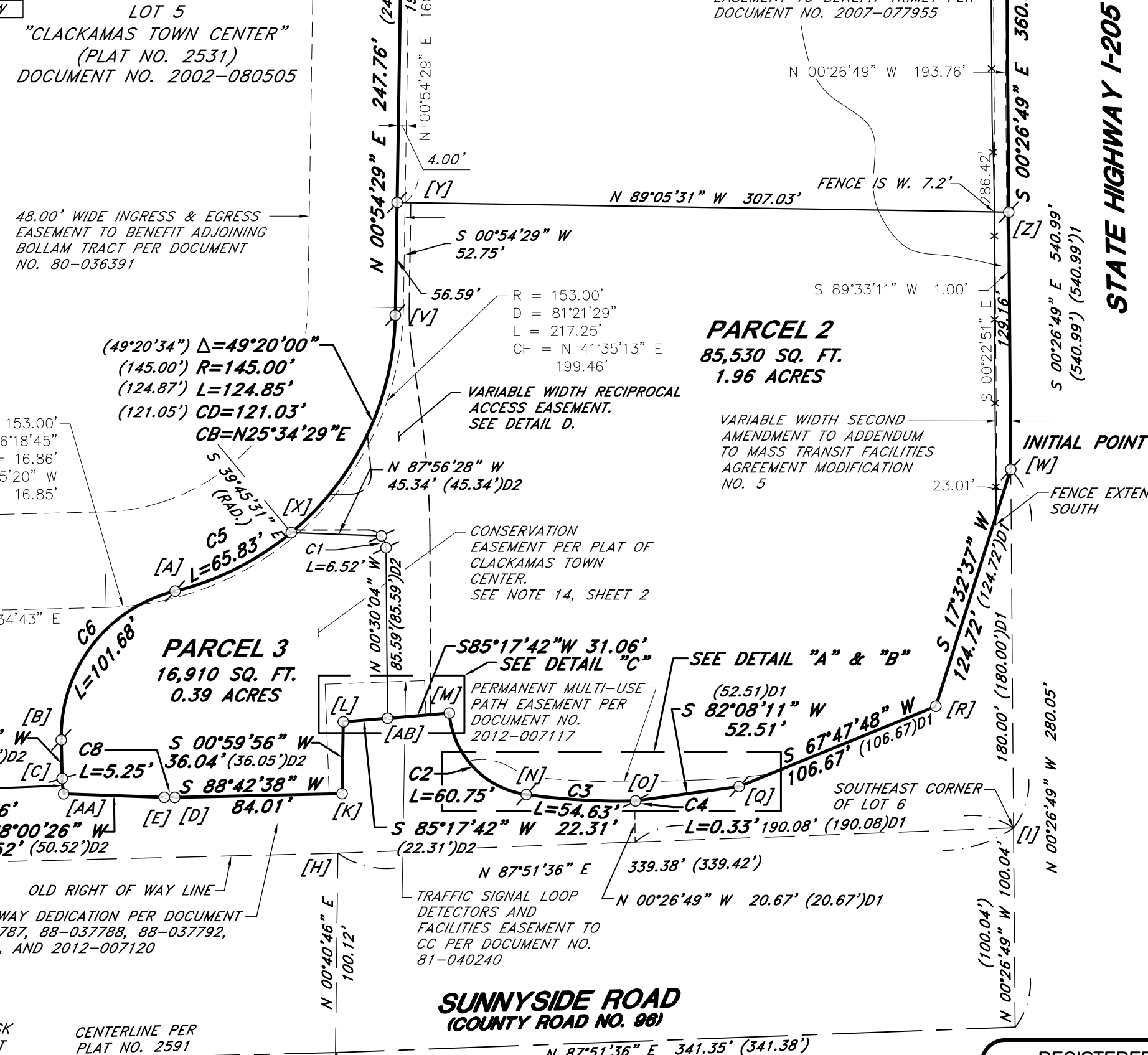
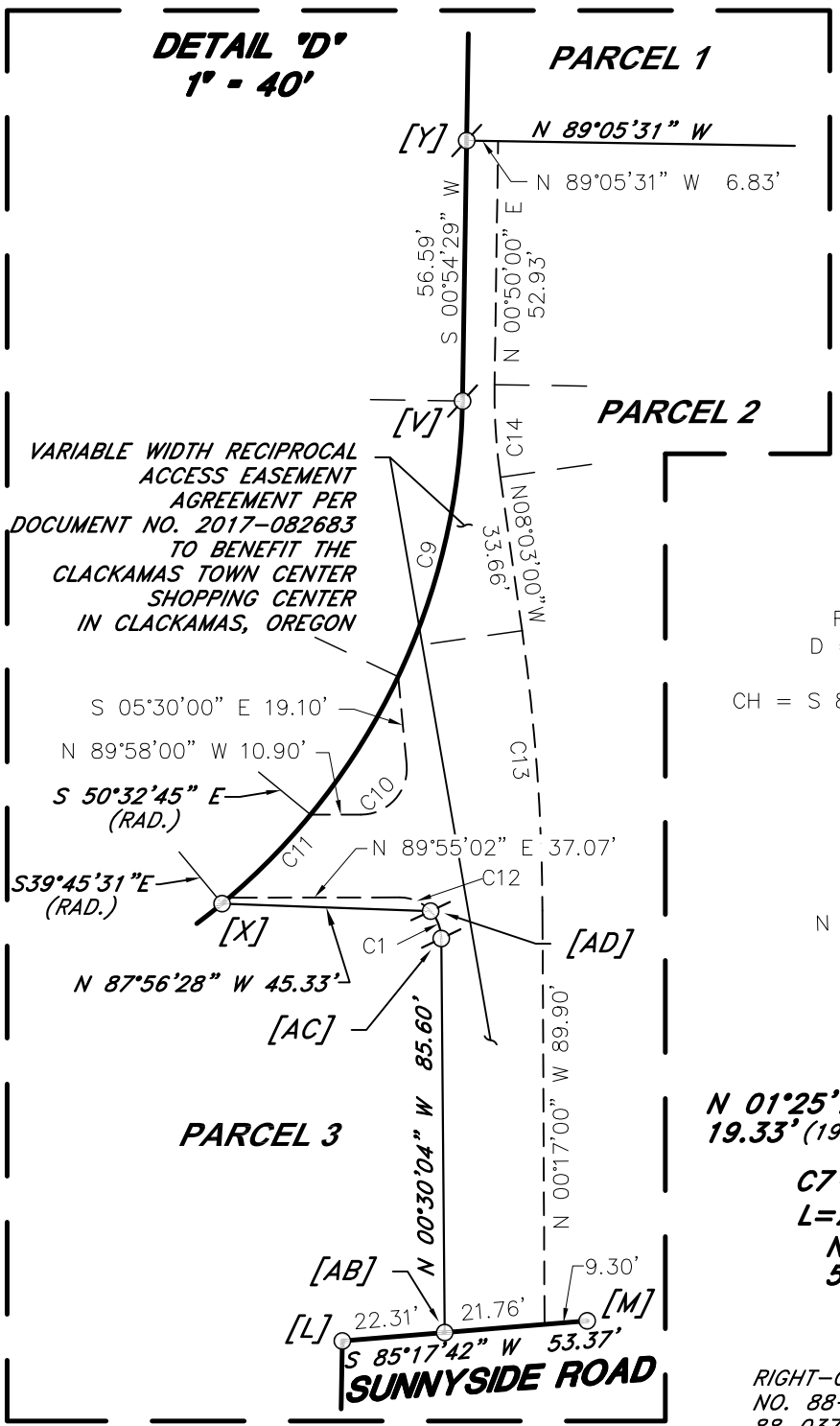
BY: CHASE, JONES & ASSOCIATES, INC.  
 716 S.E. 11TH AVENUE  
 PORTLAND, OREGON  
 PHONE: 503-228-9844



## LEGEND

- = FOUND MONUMENT AS SHOWN.
- = SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CHASE JONES & ASSOCIATES" ON ---
- ⊙ = SET 1" DIAMETER COPPER DISC STAMPED "CHASE JONES" ON ---
- FD = FOUND
- SN = SURVEY NUMBER
- CC = CLACKAMAS COUNTY
- RM # = REFERENCE MONUMENT NUMBER PER U.S.B.T. ENTRY 2001-011
- ( ) = RECORD DATA PER PLAT OF "CLACKAMAS TOWN CENTER", FRED HENSTRIDGE
- ( )1 = RECORD DATA PER SN 2006-304, CHASE, JONES & ASSOCIATES
- ( )2 = RECORD DATA PER U.S.B.T. ENTRY 2002-106
- ( )3 = RECORD DATA PER U.S.B.T. ENTRY 2001-011
- ( )4 = RECORD DATA PER SN 2006-215
- ( )D1 = RECORD DATA PER DOCUMENT NO. 88-037787, 88-037788, 88-037792 AND 88-037794
- ( )D2 = RECORD DATA PER DOCUMENT NO. 2007-075241

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	41°30'39"	9.00'	6.52'	6.38'	N 21°15'24" W
C2	77°21'15"	45.00'	60.75'	56.24'	N 43°22'55" W
C3	09°12'25"	340.00'	54.64'	54.58'	N 86°39'45" W
C4	00°03'23"	340.00'	0.33'	0.33'	S 88°42'21" W
C5	26°00'50"	145.00'	65.83'	65.27'	N 63°14'54" E
C6	77°40'36"	75.00'	101.68'	94.07'	N 37°25'01" E
C7	08°05'07"	55.00'	7.76'	7.75'	N 05°27'51" W
C8	03°16'14"	92.00'	5.25'	5.25'	N 89°58'33" W
C9	24°28'59"	145.00'	61.96'	61.49'	S 13°08'59" W
C10	95°32'00"	10.00'	16.67'	14.81'	S 42°16'00" W
C11	09°59'02"	145.00'	25.27'	25.23'	S 44°26'46" W
C12	48°04'15"	9.00'	7.55'	7.33'	S 66°02'50" E
C13	07°46'00"	450.00'	450.00'	61.00'	N 04°10'00" W
C14	08°53'00"	130.00'	20.16'	20.14'	N 03°36'30" W



REGISTERED PROFESSIONAL LAND SURVEYOR

ERRIC D. JONES  
1991  
W&HP

RENEWED: 6-30-19

REVIEW COPY NOT FOR DISTRIBUTION



**SURVEYOR'S CERTIFICATE:**

I, ERIC D. JONES DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THAT TRACT OF LAND BEING A PORTION OF LOT 6, CLACKAMAS TOWN CENTER, ALSO BEING A PORTION OF THAT LAND CONVEYED TO CLACKAMAS MALL L.L.C. IN DOCUMENT NO. 2002-080505, RECORDED AUGUST 29, 2002, AND TO CLACKAMAS COUNTY DEVELOPMENT AGENCY IN DOCUMENT NO. 2007-075241, CLACKAMAS COUNTY DEED RECORDS, AND BEING SITUATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN, COUNTY OF CLACKAMAS, STATE OF OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 1" DIAMETER COPPER DISC STAMPED "CHASE JONES" SET AT AN ANGLE POINT ON THE EAST LINE OF SAID LOT 6, SAID POINT BEARS NORTH 00°40'46" EAST A DISTANCE OF 294.39 FEET AND NORTH 87°51'36" EAST A DISTANCE OF 341.35 FEET AND NORTH 00°26'49" EAST A DISTANCE OF 280.05 FEET FROM A 2-1/4" BRASS DISK MARKING THE SOUTH ONE-QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 2 EAST, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY LINE OF SUNNYSIDE ROAD; THENCE SOUTH 17°32'37" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE OF 124.72 FEET; THENCE SOUTH 67°47'48" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE 106.67 FEET; THENCE SOUTH 82°08'11" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE OF 52.51 FEET TO A POINT OF CURVE BEING A 340.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 340.00 FOOT RADIUS CURVE TO THE RIGHT AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD THROUGH A CENTRAL ANGLE OF 00°03'23" (THE LONG CHORD OF WHICH BEARS SOUTH 88°42'21" WEST A DISTANCE OF 0.33 FEET) A LENGTH OF 0.33 FEET TO A 340.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE ALONG SAID 340.00 FOOT RADIUS CURVE TO THE RIGHT AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD THROUGH A CENTRAL ANGLE OF 09°12'24" (THE LONG CHORD OF WHICH BEARS NORTH 86°39'45" WEST A DISTANCE OF 54.58 FEET) A LENGTH OF 54.63 FEET TO A POINT OF COMPOUND CURVE BEING A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 45.00 FOOT RADIUS CURVE TO THE RIGHT AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD THROUGH A CENTRAL ANGLE OF 77°21'15" (THE LONG CHORD OF WHICH BEARS NORTH 43°22'56" WEST A DISTANCE OF 56.24 FEET) A LENGTH OF 60.75 FEET; THENCE SOUTH 85°17'42" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE OF 31.06 FEET TO THE EAST LINE OF THAT TRACT CONVEYED TO THE CLACKAMAS COUNTY DEVELOPMENT AGENCY IN DOCUMENT NO. 2007-075241, CLACKAMAS COUNTY DEED RECORDS; THENCE CONTINUING SOUTH 85°17'42" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE OF 22.31 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 00°59'56" WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE OF 36.04 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 88°42'38" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE OF 84.01 FEET TO A POINT OF CURVE BEING A 92.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID NORTH RIGHT OF WAY LINE AND AROUND SAID 92.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°16'14" (THE LONG CHORD OF WHICH BEARS NORTH 89°38'33" WEST A DISTANCE OF 5.25 FEET) A LENGTH OF 5.25 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°00'26" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID SUNNYSIDE ROAD A DISTANCE OF 50.52 FEET TO A 55.00 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 6, CLACKAMAS TOWN CENTER; THENCE ALONG SAID 55.00 FOOT RADIUS CURVE TO THE RIGHT AND ALONG THE WEST LINE OF SAID LOT 6 THROUGH A CENTRAL ANGLE OF 08°05'07" (THE LONG CHORD OF WHICH BEARS NORTH 05°27'51" WEST A DISTANCE OF 7.75 FEET) A LENGTH OF 7.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°25'17" WEST ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 19.33 FEET TO A POINT OF CURVE BEING A 75.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 75.00 FOOT RADIUS CURVE TO THE RIGHT AND ALONG THE WEST LINE OF SAID LOT 6 THROUGH A CENTRAL ANGLE OF 77°40'36" (THE LONG OF WHICH BEARS NORTH 37°25'01" EAST A DISTANCE OF 94.07 FEET) A LENGTH OF 101.68 FEET TO A 145.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG SAID 145.00 FOOT RADIUS CURVE TO THE LEFT AND ALONG THE WEST LINE OF SAID LOT 6 THROUGH A CENTRAL ANGLE OF 26°00'50" (THE LONG CHORD OF WHICH BEARS NORTH 63°14'54" EAST A DISTANCE OF 65.27 FEET) A LENGTH OF 65.83 FEET TO THE NORTH LINE OF TRACT PER DOCUMENT NO. 2007-075241; THENCE CONTINUING ALONG THE ARC OF SAID 145.00 FOOT RADIUS CURVE TO THE LEFT AND THE WEST LINE OF SAID LOT 6 THROUGH A CENTRAL ANGLE OF 49°20'00" (THE LONG CHORD OF WHICH BEARS NORTH 25°34'29" EAST A DISTANCE OF 121.03 FEET) A LENGTH OF 124.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°54'29" EAST ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 247.76 FEET TO A CORNER; THENCE NORTH 06°35'31" WEST ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 163.62 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°05'31" EAST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 302.17 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY I-205 PER THE PLAT OF CLACKAMAS TOWN CENTER; THENCE SOUTH 08°46'17" EAST ALONG THE EAST LINE OF SAID LOT 6 AND THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY I-205 PER THE PLAT OF CLACKAMAS TOWN CENTER, A DISTANCE OF 123.08 FEET; THENCE SOUTH 00°26'49" EAST ALONG THE EAST LINE OF SAID LOT 6 AND THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY I-205 A DISTANCE OF 360.99 FEET TO THE INITIAL POINT.

CONTAINING 210,018 SQUARE FEET OR 4.82 ACRES, MORE OR LESS.

**NARRATIVE:**

- 1. THE PURPOSE OF THIS SURVEY IS TO PARTITION A PORTION OF LOT 6, CLACKAMAS TOWN CENTER, AS CONVEYED TO CLACKAMAS MALL L.L.C. IN DOCUMENT NO. 2002-080505, RECORDED AUGUST 29, 2002, AND TO CLACKAMAS COUNTY DEVELOPMENT AGENCY IN DOCUMENT NO. 2007-075241, CLACKAMAS COUNTY DEED RECORDS, INTO THE TWO PARCELS, AND ONE TRACT, AS SHOWN.
- 2. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 AND BEING SOUTH 89°37'03" EAST PER SN 2006-304 AND SAID PLAT.
- 3. FROM [F] I HELD THE PLAT BEARING OF N 00°40'46" E AND PLAT DISTANCES TO [G] AND [H].
- 4. FROM [H] I HELD N 87°51'36" E 339.42 FEET PER THE PLAT TO [I].
- 5. FROM [I] I HELD N 00°26'49" W 540.99 FEET PER THE PLAT TO [J]. THE IRON ROD FOUND AT [J] IN SN 2006-304 HAS BEEN DESTROYED.
- 6. FROM [J] I HELD N 08°46'17" W 123.08 FEET PER THE PLAT TO [S].
- 7. FROM [S] I HELD N 89°05'31" W 302.17 FEET PER THE PLAT TO [T].
- 8. FROM [T] I HELD THE PLAT BEARING AND DISTANCES, AND CURVE DATA, TO [U], [V], [A], [B], AND [C].
- 9. FROM [I] I HELD LINE [I] TO [J] AND 180.00 FEET PER DOCUMENT NO. 88-037787 TO [W].
- 10. FROM [W] I HELD THE BEARINGS AND DISTANCES FROM RIGHT OF WAY DEDICATION DOCUMENT NUMBERS 88-037787, 88-037788, 88-037792, 88-037794, AND 2012-007120 TO [R], [Q], [P], [O], [N], [M], [L], [K], [D], [E], AND [AA].
- 11. FROM [L] I HELD THE BEARINGS AND DISTANCES ALONG THE EAST AND NORTH LINE OF THE TRACT IN DOCUMENT NO. 2007-075241, TO THE INTERSECTION OF THE EAST LINE OF LOT 5 AT [X]. THIS DEFINES THE LINE BETWEEN PARCEL 2 AND PARCEL 3.
- 12. I THEN SET POINTS [Y] AND [Z] AT THE OWNERS REQUEST.

**NOTES:**

- 1. EASEMENT AND RIGHTS GRANTED TO CLACKAMAS COUNTY BY CIRCUIT COURT FOR CLACKAMAS COUNTY UNDER FINAL JUDGEMENT DATED JANUARY 13, 1977, SUIT 76-8-112.
- 2. LIMITED ACCESS TO AND FROM THE LAND AS CONTAINED IN DECREE OF CONDEMNATION ENTERED IN THE PROCEEDINGS AS SET FORTH BELOW, WHICH PROVIDES THAT THERE SHALL BE NO RIGHT OF EASEMENT OR RIGHT OF ACCESS FROM THE LAND TO THE HIGHWAY OTHER THAN AS EXPRESSLY PROVIDED FOR IN SAID DECREE: SUIT NO.: 95169 ENTERED: APRIL 25, 1978.
- 3. TERMS AND PROVISIONS OF CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT RECORDED OCTOBER 7, 1980 AS RECORDING NUMBER 80-038144, AS AMENDED PER RECORDING NUMBER 81-042924 LAST ASSIGNED AND RECORDED JULY 15, 2015 AS RECORDING NUMBER 2015-046049.
- 4. LIMITED ACCESS TO AND FROM THE LAND AS SET FORTH IN DEEDS SHOWN BELOW, WHICH PROVIDES THAT THERE SHALL BE NO RIGHT OF EASEMENT OR RIGHT OF ACCESS TO, FROM OR ACROSS THE STATE HIGHWAY OTHER THAN AS EXPRESSLY PROVIDED FOR IN SAID DEEDS RECORDED SEPTEMBER 13, 1988, AS RECORDING NUMBERS: 88-037787, 88-037788, 88-037792, 88-037794.
- 5. LIMITED ACCESS TO AND FROM THE LAND AS CONTAINED IN DECREE OF CONDEMNATION ENTERED IN THE PROCEEDINGS AS SET FORTH BELOW, WHICH PROVIDES THAT THERE SHALL BE NO RIGHT OF EASEMENT OR RIGHT OF ACCESS FROM THE LAND TO THE HIGHWAY OTHER THAN AS EXPRESSLY PROVIDED FOR IN SAID DECREE, SUIT NO.: CCY010745 RECORDED MAY 24, 2002 AS RECORDING NUMBER 2002-067700.
- 6. TERMS AND PROVISIONS OF AN UNRECORDED AGREEMENT BETWEEN TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON AND CLACKAMAS TOWN CENTER ASSOCIATES, AS AMENDED AND RESTATED, DISCLOSED BY DEED RECORDED AUGUST 29, 2002, RECORDING NUMBER 2002-080505.
- 7. LIMITED ACCESS TO AND FROM THE LAND CONTAINED IN WARRANTY DEED RECORDED MAY 13, 1955 IN BOOK 495 AT PAGE 457, AND WARRANTY DEED RECORDED MAY 24, 1955 IN BOOK 496 AT PAGE 37, AND INDENTURE OF ACCESS RECORDED APRIL 12, 1979 AS DOCUMENT 79-14946.
- 8. UNDERGROUND WATER EASEMENT RECORDED SEPTEMBER 26, 1980 AS DOCUMENT NUMBER 80-36392. EASEMENT IN EXHIBIT A IS NOT ON THIS PARTITION PLAT.
- 9. UNDERGROUND NATURAL GAS EASEMENT RECORDED SEPTEMBER 26, 1980 AS DOCUMENT NUMBER 80-36394. EASEMENT IN EXHIBIT A IS NOT ON THIS PARTITION PLAT.
- 10. TELEPHONE EASEMENT RECORDED SEPTEMBER 26, 1980 AS DOCUMENT NUMBER 80-36395. EASEMENT IN EXHIBIT A IS NOT ON THIS PARTITION PLAT.
- 11. EASEMENT AGREEMENT TO BENEFIT TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT, A MASS TRANSIT DISTRICT ORGANIZED UNDER THE LAWS OF THE STATE OF OREGON, RECORDED MAY 11, 2005 AS DOCUMENT NUMBER 2005-042694.
- 12. DECLARATION OF FENCE LICENSE AGREEMENT RECORDED DECEMBER 12, 2017 AS DOCUMENT NUMBER 2017-083752.
- 13. PARCEL 3 IS AN OPEN SPACE AREA AND THE PURPOSE IS TO PRESERVE THE GROVE OF WHITE OAK TREES.
- 14. THE EAST PORTION OF THE CONSERVATION EASEMENT ORIGINALLY GRANTED BY THE PLAT OF CLACKAMAS TOWN CENTER THAT FALLS BEYOND THE BOUNDARY OF SUBJECT PARCEL 3 INTO PARCEL 2 IS NOW VACATED BY RE-PLAT SUBJECT TO ORS 92.185.

**DECLARATION:**

KNOW ALL PERSONS BY THESE PRESENTS, THAT CLACKAMAS MALL L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CLACKAMAS COUNTY DEVELOPMENT AGENCY, THE URBAN RENEWAL AGENCY OF CLACKAMAS COUNTY, OREGON, ARE THE OWNERS OF THE LANDS REPRESENTED ON THE ANNEXED MAP, AND MORE PARTICULARLY DESCRIBED IN THE ACCOMPANYING SURVEYOR'S CERTIFICATE, DOES HEREBY DECLARE THE ANNEXED MAP TO BE A CORRECT MAP OF THE PARTITION PLAT OF SAID PROPERTY, AND HAS CAUSED THE PARTITION PLAT TO BE PREPARED AND THE PROPERTY PARTITIONED AS DEPICTED WITH EASEMENTS AND RESTRICTIONS GRANTED AS SHOWN ON THE ANNEXED MAP IN ACCORDANCE WITH THE PROVISIONS OF THE OREGON REVISED STATUTES CHAPTER 92.

BY: CLACKAMAS MALL L.L.C.

BY: CLACKAMAS COUNTY DEVELOPMENT AGENCY

AUTHORIZED REPRESENTATIVE

MANAGER

**ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )  
 ) S.S.  
COUNTY OF \_\_\_\_\_ )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 2017, BY DENNIS CURTIS, AUTHORIZED REPRESENTATIVE OF CLACKAMAS MALL L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ON ITS BEHALF.

NOTARY SIGNATURE

NOTARY PUBLIC - OREGON

COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )  
 ) S.S.  
COUNTY OF \_\_\_\_\_ )

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 2017, BY DAN JOHNSON, WHO BEING FIRST DULY SWORN, DID SAY THAT HE IS THE MANAGER OF THE CLACKAMAS COUNTY DEVELOPMENT AGENCY AND THAT SAID INSTRUMENT WAS EXECUTED ON BEHALF OF THE CLACKAMAS COUNTY DEVELOPMENT AGENCY, AND HEREBY ACKNOWLEDGED SAID INSTRUMENT TO BE HIS OWN FREE ACT AND DEED.

NOTARY SIGNATURE

NOTARY PUBLIC - OREGON

COMMISSION NO. \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**PARTITION PLAT NO.**

A REPLAT OF LOT 6,  
"CLACKAMAS TOWN CENTER" (PLAT NO. 2531)  
SITUATED IN THE SOUTHWEST AND SOUTHEAST 1/4  
OF SECTION 33, T. 1 S., R. 2 E., W.M.,  
COUNTY OF CLACKAMAS, STATE OF OREGON

SURVEYED: ---  
JOB NO.: 14841  
SCALE: 1" = 60'  
SHEET: 2 OF 2

BY: CHASE, JONES & ASSOCIATES, INC.  
716 S.E. 11TH AVENUE  
PORTLAND, OREGON  
PHONE: 503-228-9844

**APPROVALS:**

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017

BY \_\_\_\_\_  
CLACKAMAS COUNTY PLANNING DIRECTOR

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017

BY \_\_\_\_\_  
CLACKAMAS COUNTY SURVEYOR

ALL TAXES, FEES, ASSESSMENTS AND OTHER CHARGES AS PROVIDED BY ORS 92.095 HAVE BEEN PAID THROUGH \_\_\_\_\_.

APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2017  
CLACKAMAS COUNTY ASSESSOR & TAX COLLECTOR.

BY \_\_\_\_\_  
DEPUTY

STATE OF OREGON )  
 ) S.S.  
COUNTY OF CLACKAMAS )

I DO HEREBY CERTIFY THAT THE ATTACHED PARTITION PLAT WAS RECEIVED FOR RECORD ON THE \_\_\_ DAY OF \_\_\_\_\_, 2017  
AT \_\_\_ O'CLOCK \_\_\_M

AS PARTITION PLAT NO. \_\_\_\_\_.

DOCUMENT NO. \_\_\_\_\_

SHERRY HALL, CLACKAMAS COUNTY CLERK

BY \_\_\_\_\_  
DEPUTY

REGISTERED  
PROFESSIONAL  
AND SURVEYOR

REVIEW COPY NOT FOR DISTRIBUTION

OREGON  
JULY 16, 1982  
ERRIC D. JONES  
1996

RENEWS: 6-30-19