



AGENDA

Thursday, February 13, 2014 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2014-12

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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

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

A. Health, Housing & Human Services

1. Board Order No. _____ Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233
2. Approval of Amendment No. 1 to Professional, Technical, and Consultant Service Contract with Resource Connections of Oregon to Provide Fiscal Intermediary Services for Persons with Developmental Disabilities

B. Emergency Management

1. Approval of Fiscal Year 2012 Urban Area Security Initiative (UASI) Subrecipient Grant Agreement with the City of Happy Valley

C. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

2. Amendment No. 1 to State of Oregon Intergovernmental Agreement Number 143653 for Legal Services for Child Welfare Dependency Cases – *District Attorney*

D. Business & Community Services

1. Memorandum of Agreement between Clackamas County and the Workforce Investment Council of Clackamas County (WICCO)

IV. WATER ENVIRONMENT SERVICES

1. Approval of a Section 00500 Construction Agreement between Clackamas County Service District No. 1 and Marine Industrial, LLC for the CIA Pump Station 2013 Wet Well Rehab

V. COUNTY ADMINISTRATOR UPDATE

VI. COMMISSIONERS COMMUNICATION

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

www.clackamas.us/bcc/business.html

COPY

Cindy Becker
Director

February 13, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Mental Health Director's
Designee to Authorize a Custody Hold Under ORS 426.233

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Mark Aitken, MSW with CCBH, Chynna Springer, MA with CCBH, and Sarena Mestas, MA with Cascadia, by the CCBH Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective February 13, 2014 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
Contract No.	N/A


BACKGROUND:

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

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Mark Aitken, MSW with CCBH, Chynna Springer, MA with CCBH, and Sarena Mestas, MA with Cascadia, as additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,


Cindy Becker, Director

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

In the Matter of the Designation of
Mark Aitken, MSW with CCBH, Chynna
Springer, MA with CCBH, and Sarena
Mestas, MA with Cascadia, as Mental
Health Director Designee to Direct Peace
Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Mark Aitken, MSW with CCBH, Chynna Springer, MA with CCBH, and Sarena Mestas, MA with Cascadia, as additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

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

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Mark Aitken, MSW with CCBH, Chynna Springer, MA with CCBH, and Sarena Mestas, MA with Cascadia, as qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 13th day of February, 2014.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 13, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 1 to Professional, Technical, and Consultant Service Contract with Resource Connections of Oregon to provide Fiscal Intermediary Services for Persons with Developmental Disabilities

Purpose/Outcomes	The contractor will serve as the fiscal intermediary for individuals with developmental disabilities, by paying payroll and associated payroll taxes for services that have been prior approved.
Dollar Amount and Fiscal Impact	While the nature of the services has not changed, the scope, based on the number of clients served, has expanded. This amendment increases the contract budget based on the increased number of clients who have opted to use the services of the contractor to pay for personalized fiscal intermediary support. The contract maximum is increased by \$200,000 to a revised total of \$950,000. The Administrative Fee Schedule within Attachment 1 has also been revised and amended.
Funding Source	The contract is funded through the Intergovernmental Agreement for the financing of Community Developmental Disability Services. The Oregon Department of Human Services – Office of Developmental Disabilities Services. No County General Funds are involved.
Safety Impact	None
Duration	The amendment is effective upon signature and continues through June 30, 2014.
Previous Board Action	The original contract was approved by the Board of County Commissioners on June 27, 2013 - agenda item 062713-A14
Contact Person	Terri Schmelling, Social Services Division – (503) 742-5323
Contract No.	6273

BACKGROUND:

The Social Services Division of the Health, Housing, & Human Services department requests the approval of a contract amendment with Resource Connections of Oregon for fiscal intermediary services for clients with developmental disabilities. The Oregon Department of Human Services, Office of Developmental Disabilities Services (DHS – ODDS) provides funding for Comprehensive In-Home Support Services for Adults and Children, and Family Support Services for Children. The contractor will act as a fiscal intermediary for one or more individuals with Developmental Disabilities, by paying payroll, associated payroll taxes and any other fees for services that have been approved under the clients' service support plan.

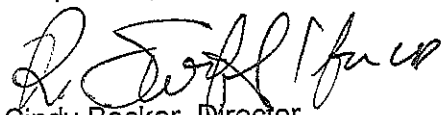
Amendment No. 1 increases the contract budget based on the increased number of clients who have opted to use the services of the contractor to pay for personalized fiscal intermediary support. The

contract maximum is increased by \$200,000 to a revised total of \$950,000. The Administrative Fee Schedule within Attachment 1 has also been revised and amended. This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Contract Amendment and authorizes Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cindy Becker". The signature is fluid and cursive, written over the printed name.

Cindy Becker, Director
Health, Housing, & Human Services

Contract Amendment
Department of Human Services

DHS Contract Number 6273 Board Order Number 062713-A14
And Date June 27, 2013
Division Social Services Amendment No. 1
Contractor Resource Connections of Oregon
Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Contract Budget
 Contract Time Other Attachment 1 – RCO Fee Schedule

Justification for Amendment:

The contractor serves as a fiscal intermediary for individuals with developmental disabilities, by paying payroll and any related payroll taxes for services that have been prior approved by the DD Services Program. While the nature of the services has not changed, the scope, based on the number of clients served, has expanded. This amendment increases the contract budget based on the increased number of clients who have opted to use the services of the contractor to pay for personalized fiscal intermediary support. The contract maximum is increased by \$200,000 to a revised total of \$950,000. As the state continues its movement towards their new payment system, RCO is beginning to prepare for the loss of this portion of their work and the costs associated with tax responsibilities they will retain beyond 6/30/14. As a result, the RCO Fee Schedule has been revised. This contract is fully funded by the state Department of Human Services, Office of Seniors and People with Disabilities. There are no County General funds involved in this amendment or the underlying contract.

AMEND:

II. COMPENSATION AND RECORDS

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I at a rate as follows:

CONTRACTOR shall be paid a fee as described in the fee schedule in Attachment 1 for each individual for whom CONTRACTOR has acted as fiscal intermediary for the month or partial month. CONTRACTOR's administrative fee is included in the contract total specified immediately below.

The total payment to CONTRACTOR shall not exceed \$ 750,000.

The 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.

TO READ:

- A. Compensation: COUNTY shall compensate CONTRACTOR for satisfactorily performing the services identified in Section I at a rate as follows:

CONTRACTOR shall be paid a fee as described in the fee schedule in Attachment 1 for each individual for whom CONTRACTOR has acted as fiscal intermediary for the month or partial month. CONTRACTOR's administrative fee is included in the contract total specified immediately below.

Resource Connections of Oregon
PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT
 Amendment # 1
 Page 2

The total payment to CONTRACTOR shall not exceed \$ 950,000.

The 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.

AMEND:

Attachment 1

RCO Fee schedule 2013-2014 for fiscal services for families and individuals based on a fee for service payment procedure.

	Frequency	Fee
Support Plans up to \$300/month with 1 provider	Monthly	\$37.00 / month
	Semi-Monthly	\$50.00 / month
Support Plans up to \$300/month with 2 or more providers	Monthly	\$63.00 / month
	Semi-Monthly	\$78.00 / month
Support Plans over \$300 with only 1 provider	Monthly or Semi-Monthly	\$63.00 / month
Comprehensive In-Home Support with plans up to \$3000/month and up to 4 providers	Monthly	\$63.00 / month
	Semi-Monthly	\$78.00 / month
Comprehensive In-Home Support with plans over \$3000/month (or with more than 4 providers)	Monthly	\$78.00 / month
	Semi-Monthly	\$97.00 / month
Comprehensive In-Home Support with plans over \$3000/month and multiple vendor payments**	Monthly	\$84.00 / month
	Semi-Monthly	\$105.00 / month
One-time only payments to a Vendor	Monthly	\$12.50 / check

Other rates may be negotiated as need arises.

**For those few customers needing payroll draws, checks to insurance companies, and tracking of 24-hour shift schedules, the rate may be negotiated to reflect the additional services. *NOTE: It is not a standard practice of RCO to offer monthly draws. This service has been provided to one family in Marion County and continues as a courtesy.*

TO READ:

Attachment 1

RCO Fee schedule 2014-2015 for fiscal services for families and individuals based on a fee for service payment procedure.

Resource Connections of Oregon
 PROFESSIONAL, TECHNICAL AND CONSULTANT SERVICE CONTRACT
 Amendment # 1
 Page 3

Payroll will be processed in 1 main run, for payment on or around the 10th of the month. There will be a second run for payment on or around the 20th of the month.

	Frequency	Fee
Support Plans with 1 provider (generally under \$300/month)	Monthly	\$44.50 / month
Support Plans with 2 or more providers (generally under \$300/month)	Monthly	\$75.50 / month
Support Plans over \$300 with only 1 provider	Monthly	\$75.50 / month
Comprehensive In-Home Support with plans up to \$3,000/month and up to 4 providers	Monthly	\$75.50 / month
Comprehensive In-Home Support with plans over \$3,000/month (or with more than 4 providers)	Monthly	\$93.50 / month
Comprehensive In-Home Support with plans over \$3,000/month and multiple vendor payments	Monthly	\$101.00 / month
One-time only payments to a Vendor	1 Time Only	\$12.50 / check

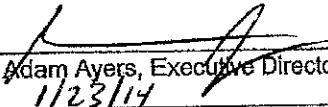
*** It is not a standard practice of RCO to offer monthly draws. For those few customers needing payroll draws, checks to insurance companies, and tracking of 24-hour shift schedules, the rate may be negotiated to reflect the additional services.*

This amendment is effective when it has been executed by both parties.

All other terms and conditions of the original contract and any prior amendments remain in full force and effect.

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

RESOURCE CONNECTIONS OF OREGON

By: 
 Adam Ayers, Executive Director
 1/23/14
 Date
 3876 Beverly Street NE, Suite G-1
 Street Address
 Salem, Oregon 97305
 City/State/Zip
 (503) 485-2510 / (503) 485-2515
 Phone Number / Fax
 93-1280907
 Contractor's Federal I.D. #

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
 Department of Health, Housing and Human Services

Date

3



NANCY S. BUSH
DIRECTOR

DEPARTMENT OF EMERGENCY MANAGEMENT

February 13, 2014

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

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of FY12 Urban Area Security Initiative (UASI)
Subrecipient Grant Agreement with the City of Happy Valley

Purpose/Outcomes	Approving the FY12 Subrecipient Grant Agreement between Clackamas County and the City of Happy Valley allows the City to receive and/or benefit from UASI grant funds that pass through Clackamas County.
Dollar Amount and Fiscal Impact	The UASI grant is a 100% federal share grant. Clackamas County acts as the pass-through for grant funds to sub-recipients, receiving full reimbursement for any expenses incurred. Upon approval of the Subrecipient Grant Agreement, the City of Happy Valley will be eligible to receive \$38,000 for an incident management trailer and contents.
Funding Source	The United States Department of Homeland Security, Federal Emergency Management Agency - no County General Funds are involved.
Safety Impact	The City of Happy Valley will enhance their disaster response capability with funds from this grant.
Duration	The FY12 UASI grant award period is effective from the date of signature by both parties through May 31, 2014.
Previous Board Action	The FY12 UASI Intergovernmental Agreement, which serves as the basis for this agreement, was approved by the Board of County Commissioners during the August 29, 2013 business meeting – agenda item 082913-E2.
Contact Person	Sarah Stegmuller Eckman, Administrative Services Manager, 503-650-3381
Contract No.	N/A

BACKGROUND:

Clackamas County is a signatory to the FY12 UASI Intergovernmental Agreement with the City of Portland that requires the County to be the sponsoring, or pass-through, agency for other county agencies and special districts that receive funding or benefit from UASI grants. Approval of the FY12 UASI Subrecipient Grant Agreement with the City of Happy Valley will allow the City to receive \$38,000 for an incident management trailer and contents, as well as to be eligible to benefit from any future FY12 UASI funding opportunities.

The agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve the FY12 Subrecipient Grant Agreement between Clackamas County and the City of Happy Valley.

Respectfully submitted,

Nancy Bush, Director

CLACKAMAS COUNTY, OREGON SUBRECIPIENT GRANT AGREEMENT 14-008	
Project Name: UA12-0036 Happy Valley Traffic Incident Management Trailer and Contents Project Number: 11014	
This Agreement is between Clackamas County, Oregon, acting by and through its Department of Emergency Management and the City of Happy Valley (Subrecipient).	
Clackamas County Data	
Grant Accountant: Judy Anderson-Smith	Program Manager: Sarah Stegmuller-Eckman
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5422 jsmith2@co.clackamas.or.us	Clackamas County – Emergency Management 2200 Kaen Road Oregon City, OR 97045 503-650-3381 sarahste@co.clackamas.or.us
Subrecipient Data	
Finance/Fiscal Representative:	Program Representative:
Name Barbara Muller Address 16000 SE Misty Drive City, State Zip Happy Valley, Oregon 97086 Phone 503.783.3800 Email barbam@happyvalleyor.gov	Name Chris Randall Address 16000 SE Misty Drive City, State Zip Happy Valley, Oregon 97086 Phone 503.783.3800 Email chrir@happyvalleyor.gov
DUNS: 00-507-7466	

URBAN AREA SECURITY INITIATIVE (UASI)

THIS IS an intergovernmental agreement (Agreement) between Clackamas County, Oregon ("County") the City of Happy Valley ("Subrecipient") entered into pursuant to the authority granted in Oregon Revised Statutes (ORS) Chapter 190 for the coordination of activities related to use of the United States Department of Homeland Security's Urban Areas Security Initiative (UASI) grant program funds for addressing the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas to assist in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

SECTION I. RECITALS

WHEREAS, the United States Department of Homeland Security, Federal Emergency Management Subrecipient (FEMA) Grant Programs Directorate, provided UASI grant funding in the amount of \$2,049,396, in Fiscal Year 2012 to the State of Oregon (State) for distribution to the Portland Urban Area (PUA); and

WHEREAS, the State awarded UASI Grant #12-170 (CFDA #97.008) to the City of Portland, Bureau of Emergency Management (PBEM), as sub grantee, for Fiscal Year 2012 in the amount of \$2,049,396, a copy of which is attached to this Agreement and incorporated herein as Exhibit A; and

WHEREAS, UASI Grant #12-170 is intended to increase the capabilities of the PUA, which includes jurisdictions, agencies, and organizations in Multnomah, Clackamas, Columbia, and Clackamas counties in Oregon and Clark County in Washington, to prevent, protect against, respond to, and recover from threats and acts of terrorism; and

WHEREAS, a list of equipment, supplies, professional services, training, and exercises to be funded by the grant has been developed through the application process and coordination with the State; and

WHEREAS, PBEM, as Grant Administrator, is required to oversee and coordinate the expenditure of the UASI grant funds and has developed procedures to guide the procurement, delivery, and reimbursement processes; and

WHEREAS, PBEM, as Grant Administrator, is required to make periodic reports to the State regarding the expenditure of the UASI grant funds and has developed procedures to coordinate the collection and submission of information and documents needed to support the reporting process; and

WHEREAS, the City of Portland and all other PUA jurisdictions, agencies, and organizations that receive direct benefit from UASI grant purchases are required to comply with all terms of the UASI Grant # 12-170 award including, but not limited to, obligations regarding reporting, access to records, financial tracking and procurement, and supplanting of funds; and

WHEREAS, the City of Portland has entered into an agreement with Clackamas County to secure the County's commitment to follow the City of Portland-developed procurement, delivery, reimbursement, and reporting procedures, to ensure its compliance with all terms of the grant, and to obligate it to coordinate with and obtain similar assurances from directly benefiting jurisdictions, agencies, and organizations within the County.

WHEREAS, 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 the COUNTY and SUBRECIPIENT agree as follows:

1. **Effective Date and Duration.** This Agreement shall be effective from the date both parties have signed and shall be terminated on **May 31, 2014**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the UASI Grant #12-170, that is the source of the grant funding, in addition to compliance with requirements of Title 44 of the *Code of Federal Regulations*, Part 13. A copy of the grant award has been provided to SUBRECIPIENT by the COUNTY, which is attached to and made a part of this Agreement by this reference.
3. **Grant Funds.** The COUNTY's funding for this Agreement is the **Non-Profit Security Program (UASI) (CFDA 97.008)** issued to the COUNTY by the City of Portland, through its Bureau of Emergency Management. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$38,000.00**. Disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Clackamas County Invoice Voucher Template and Exhibit E: Biannual Dashboard Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
4. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by 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 effective before SUBRECIPIENT performs work subject to the amendment.
5. **Termination.** Either party may terminate this Agreement in the event the other fails to comply with its obligations under the Agreement. If the Agreement is terminated due to the Sub-recipient's failure or

inability to comply with the provisions of the grant or the Agreement, the Sub-recipient will be liable to Clackamas County for the full cost of any equipment, materials, or services provided to the Sub-recipient, and any penalties imposed by the State or Federal Government. Each party will notify the other, in writing, of its intention to terminate this Agreement and the reasons therefore. The other party shall have fourteen days, or such other time as the parties may agree, from the date of the notice in which to correct or otherwise address the compliance failure which is the subject of the notice.

6. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
7. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
8. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a Subrecipient, and accepts among its duties and responsibilities the following:
 - a) That it has read the award conditions and certifications for UASI Grant #12-170, 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.
 - b) That the SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period also known at the period of availability.
 - c) To comply with all Clackamas County, City of Portland, and State and Federal financial management and procurement requirements, including competitive bid processes, and to 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) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - i. Administrative Requirements: 44 CFR Part 13 (State and Local Governments) and 2 CFR Part 215 (Non-Profit Organizations).
 - ii. Cost Principles: 2 CFR Part 225 (State, Local, and Tribal Governments); Part 230 (Non-Profit Organizations); and Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations). These 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.
 - iii. Audit Requirements: OMB Circular A-133. The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations". SUBRECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform an A-133 audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- d) That all equipment, supplies, and services purchased by the City of Portland or Clackamas County on behalf of the Sub-recipient, or purchased by the Sub-recipient and reimbursed by the County are as described in the approved grant budget documents, which the Sub-recipient has seen.
- e) That it will not deviate from the items listed in the approved grant budget documents without first securing written authority from the Clackamas County. See budget document attached in Exhibit B.
- f) The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (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>.
- g) The SUBRECIPIENT shall comply with 2 CFR 180 and 901. This common rule restricts sub-awards 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>
- h) The SUBRECIPIENT agrees 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 which prohibits the use of Federal grant funds for litigation against the United States. See Exhibit C: Lobby and Litigation Certificate.
- i) The SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the City of Portland, the Federal or State 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.
- j) To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State and Federal government.
- k) To treat all single items of equipment valued over \$5,000 as fixed assets and to provide Clackamas County with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 44 CFR Part 13.32.
- l) To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
- m) That regardless of how it is procured, all equipment and supplies purchased shall be recorded as an asset of the Sub-recipient. The Sub-recipient shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies. Sub-recipient shall obtain from Clackamas County approval to dispose of all equipment and supplies, as title remains vested in the Federal Government in accordance with 44 CFR Part 13.32(f).

- n) That any request or invoice it submits for reimbursement of costs is consistent with the items identified in the approved grant budget documents.
- o) That it understands and accepts full financial responsibility and may not be reimbursed for costs incurred which have not been approved by the Clackamas County, City of Portland, State, and the U.S. Department of Homeland Security, FEMA Grant Programs Directorate.
- p) That all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
- q) That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of 10 years following termination, completion, or expiration of this Agreement for purposes of City of Portland, Clackamas County, State, or federal examination and audit.
- r) To obtain a copy of 44 CFR Part 13 and all applicable OMB circulars, and to apprise itself of all rules and regulations set forth.
- s) Not to supplant its local funds with federal and to, instead, use the federal funds to increase the amount of funds that, in the absence of federal aid, would be made available to fund programs within the UASI grant program guidelines.
- t) To comply with National Incident Management System (NIMS) objectives identified as requirements by the State.
- u) To comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and provide information requested to ensure compliance with applicable laws.
- v) To provide timely compliance with all reporting obligations required by the grant's terms to Clackamas County.
- w) To provide Clackamas County with Performance Reports, Financial Reimbursement Reports, and Audit Reports as required by the City of Portland and Clackamas County and in the form required by the City of Portland and Clackamas County.
 - i. Performance Reports are due to the Portland Bureau of Emergency Management (PBEM) biannually on June 15th and December 15th during the term of the grant agreement. Late Performance Reports could result in the suspension and/or termination of the grant.
 - ii. Financial Reimbursement Reports are due to Clackamas County no less frequently than quarterly during the term of the grant agreement. Late Financial Reimbursement Reports could result in the suspension and/or termination of the grant.
 - iii. Per UASI Grant #12-170, Section K.2.b., reimbursement for expenses may be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - iv. Single Audit Certification Form is to be completed and returned to Clackamas County within 30 days from receipt.

- x) To follow the travel expense and per diem guidelines set forth by the U.S. General Services Administration (GSA) as well as the guidelines of the City of Portland and State. Per UASI Grant #12-170, Section K.2.c., reimbursements rates for travel expenses shall not exceed those allowed by the State. 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 expense or authorized rates incurred.

GSA per diem rates can be found on the GSA website:
<http://www.gsa.gov/portal/category/21287>.

The City of Portland's guidelines can be found on the Office of the City Auditor's website:
BCP-FIN-6.13 Travel:
<http://www.portlandonline.com/auditor/index.cfm?&c=34747&a=160271>

BCP-FIN-6.14 **Non-travel Meals, Light Refreshments and Related Miscellaneous Expenses:** <http://www.portlandonline.com/auditor/index.cfm?&a=160283&c=34747>

- y) To comply with all of its obligations under this Agreement and any applicable, incorporated document or documents. 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 contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.
9. **Governing Law.** 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 that arises from or relates to this Agreement shall be brought and conducted exclusively within the Circuit Court of Clackamas County for the state of Oregon. In the event a claim is brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon, Portland Division.
10. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.
11. **Survival.** The terms, conditions, representations, and all warranties in this Agreement shall survive the termination or expiration of this Agreement.
12. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond reasonable control. Each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.
13. **Indemnification.** Sub-recipient shall indemnify, defend and hold harmless the County and the City of Portland, their officers, employees and agents from and against any and all liability, claims, damages, losses, and expenses, arising out of or relating to the performance of this Agreement, unless such liability, claims, damages, losses and expenses are due solely to the act of the County or the City of Portland.
14. **Insurance.** Sub-recipient shall obtain, at Sub-recipient'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 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and

employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. Alternatively, Sub-recipient may provide the County with evidence of a sufficient self-insurance in lieu of purchasing commercial general liability insurance described herein.

15. **Third Party Beneficiaries.** The County and the Sub-recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.
16. **Entire Agreement.** The parties agree and acknowledge that this Agreement is a complete, integrated agreement that supersedes any prior understandings related to implementation of the FY12 UASI program grant and that it is the entire agreement between them relative to that grant.
17. **Worker's Compensation.** Sub-recipient shall be responsible for providing worker's compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, unless exempt under ORS 656.027).
18. **Nondiscrimination.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
19. **Access to Records.** Each party shall maintain, and shall have access to the books, documents, papers, and other records of the other party which are related to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. Access to records for Oregon Emergency Management (OEM), the Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO), or any of their authorized representatives, shall not be limited to the required retention period but shall last as long as records are retained.
20. **Subcontracts and Assignment.** Neither party will subcontract or assign any part of this Agreement without the prior written consent of the other party. Notwithstanding County approval of a subcontractor, the Sub-recipient shall remain obligated for full performance hereunder, and the County shall incur no obligation other than its obligations to the Sub-recipient hereunder.

(Signature Page Attached)

Signature Page to SUBRECIPIENT GRANT Agreement


AGREED as of the Effective Date.

CLACKAMAS COUNTY, a political
subdivision of the State of Oregon

By: _____
Authorized Signature

Date: _____, 2013

Approved as to form

By: 
County Counsel

Date: 1/30/14 2013

SUB-RECIPIENT

By: 
Authorized Signature

For: CITY OF Happy Valley
Sub-recipient

Date: 01/15/14, 2013 ~~2014~~

- Exhibit A: UASI GRANT AGREEMENT #12-170
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying and Litigation Certificate
- Exhibit D: Clackamas County Invoice Voucher Template
- Exhibit E: Biannual Dashboard Report

Subgrantee Copy

OREGON MILITARY DEPARTMENT
 OFFICE OF EMERGENCY MANAGEMENT
 URBAN AREA SECURITY INITIATIVE GRANT PROGRAM
 CFDA # 97.008

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	UASI FY 2012	GRANT NO:	# 12-170
SUBGRANTEE:	City of Portland	FEDERAL AWARD:	\$2,049,396
ADDRESS:	Bureau of Emergency Management 1001 SW 5 th Ave., Suite 650 Portland, OR 97204	AWARD PERIOD:	4/1/13 thru 5/31/14
PROGRAM CONTACT:	Carmen Merlo carmen.merlo@portlandoregon.gov	TELEPHONE:	(503) 823-2691
FISCAL CONTACT:	Shelli Tompkins shelli.tompkins@portlandoregon.gov	TELEPHONE:	(503) 823-4187

BUDGET

Equipment	
CBRNE Incident Response Vehicles	\$111,000
CBRNE Logistical Support	\$88,000
CBRNE Operational/Search and Rescue	\$598,476
Information Technology	\$217,919
Interoperable Communications	\$42,000
Other Authorized Equipment	\$31,500
Personal Protective Equipment	\$25,000
Exercises	\$50,000
Planning	\$715,216
Training (ODP-approved)	\$67,815
Administration	\$102,470
Total	<u>\$2,049,396</u>

GRANT AWARD AGREEMENT AND PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Agreement is between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM) and the Subgrantee.
- B. Effective Date. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Agreement termination shall not extinguish or prejudice OEM's right to enforce this Agreement with respect to any default by Subgrantee that has not been cured.
- C. Source of Funds. Payment for this Program will be from the Fiscal Year 2012 Urban Area Security Initiative Grant Program.
- D. Merger Clause: Waiver. This Agreement and referenced documents 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, modifications or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Subgrantee and OEM. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given.
- E. Acknowledgment. The Subgrantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in any or all of the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, or damages to OEM.

TERMS AND CONDITIONS

II. Conditions of Award

- A. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the FY2012 Homeland Security Grant Program Funding Opportunity Announcement (FOA), the requirements of which are incorporated into this Agreement by this reference, and to expend funds in accordance with the approved budget unless the Subgrantee receives prior written approval by OEM to modify the program or budget. OEM may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OEM. Failure of the Subgrantee to operate the program in accordance with the written agreed upon investment justification contained in the grant application materials and budget will be grounds for immediate suspension or termination of this Agreement.
- B. The Subgrantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- C. By accepting FY 2012 funds, the Subgrantee certifies that it has met NIMS compliance activities outlined in the NIMS Implementation Matrix for State, Tribal, or Local Jurisdictions. Additional information on achieving compliance is available through the NIMS Resource Center at <http://www.fema.gov/emergency/nims/>.
- D. Administrative Requirements, Retention and Access to Records, and Audits.
 1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section E), to 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), the Office of Management and Budget (OMB) Circulars, Department of Homeland Security (DHS) program legislation, and DHS/Federal Emergency Management Agency (FEMA) regulations. A nonexclusive list of regulations commonly applicable to DHS grants includes:
 - a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
 - b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR Federal Acquisition Regulations (FAR) Part 31.2 (Contracts with Commercial Organizations).
 - c. Audit Requirements. OMB Circular A-133.

2. **Retention of Records.** All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee 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) an extended period as established under 44 CFR 13.42. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.
3. **Access to Records.** Subgrantee acknowledges and agrees, and Subgrantee will require its subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State, 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. Subgrantee and any subrecipients 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.
4. **Audits.** If the Subgrantee expends \$500,000 or more in Federal funds (from all sources) in its fiscal year, the Subgrantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OEM within 30 days of completion. If the Subgrantee expends less than \$500,000 in its fiscal year in Federal funds, the Subgrantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.D.3 herein.
5. **Audit Costs.** Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the Subgrantee did not expend \$500,000 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.

E. Procurement Requirements (44 CFR Part 13.36)

1. The Subgrantee 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).
2. All procurement transactions, 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 the Subgrantee. 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.
3. The Subgrantee 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.
4. The Subgrantee agrees that, to the extent it uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

F. Property/Equipment Management and Records Control and Retention of Property/Equipment Records

1. **Property/Equipment Management and Records Control.** The Subgrantee agrees to comply with all requirements set forth in 44 CFR Part 13 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the following requirements:

- a. All property/equipment purchased under this agreement, whether by the Subgrantee or a subcontractor, will be recorded and maintained in the Subgrantee's property/equipment inventory system.
 - b. The Subgrantee shall maintain property/equipment records that include: a description of the property/equipment; the manufacturer's serial number, model number, or other identification number; the source of the property/equipment, including the Catalog of Federal Domestic Assistance (CFDA) number; who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost; the location, use and condition of the property/equipment; and any ultimate disposition data including the date of disposal and sale price of the property/equipment.
 - c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property/equipment. Any loss, damage, or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subgrantee is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.
 - h. The Subgrantee agrees that, when practicable, any property/equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security".
 - i. The Subgrantee shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants, and the subgrantees who receive pass-through funding from this Agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained 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/equipment and supplies purchased with funds made available under the Urban Area Security Initiative Grant Program shall vest in the Subgrantee agency that purchased the property/equipment, if it provides written certification to OEM that it will use the property/equipment for purposes consistent with the Urban Area Security Initiative Grant Program.

G. Funding.

1. Matching Funds. This Grant does not require matching funds.
2. Allowable Costs. The Subgrantee agrees that all allocations and use of funds under this Agreement will be in accordance with the Fiscal Year 2012 Homeland Security Grant Program and FOA.
3. Supplanting. The Subgrantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Subgrantee to fund programs consistent with Urban Area Security Initiative Grant Program guidelines.

H. Reports. Failure of the Subgrantee 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, or termination of this Agreement, or both.

1. Performance Reports.

The Subgrantee agrees to submit reports in a form acceptable to OEM on reporting on its progress in meeting its agreed upon strategic goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2012 Urban Area Security Initiative Grant Program and how they address identified project specific strategic goals and objectives.

Performance reports are due to OEM on the last day of each calendar year quarter.

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Biannual Strategy Implementation Report.

The Subgrantee agrees to provide reports to OEM in a form acceptable to OEM to enable OEM to meet its obligation to provide to FEMA the Biannual Strategy Implementation Report (BSIR) to show progress made toward meeting strategic goals and objectives. BSIR completion is due twenty-one days after the end of each BSIR reporting period, July 21 for the reporting period January 1 through June 30; and January 20 for the reporting period of July 1 through December 31.

3. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Subgrantee agrees to submit a signed Request for Reimbursement (RFR), using a form provided by OEM that includes supporting documentation for all grant expenditures. RFRs may be submitted monthly but no less frequently than quarterly during the term of this Agreement. At a minimum, RFRs must be submitted no later than one month following the end of each calendar year quarter, and a final RFR must be submitted no later than one month following the end of the grant period.
 - b. Reimbursements for expenses will be withheld if performance reports are not submitted by the specified dates or are incomplete.
 - c. 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.
 - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Subgrantee agrees that no grant funds may be used for expenses incurred before April 1, 2013 or after May 31, 2014.
 - e. The Subgrantee shall be accountable for and shall repay to OEM any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. OEM shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.
4. Audit Reports. The Subgrantee shall provide OEM copies of all audit reports pertaining to this Agreement obtained by the Subgrantee, whether or not the audit is required by OMB Circular A-133 (Section II.D.4-5).

I. Contribution: Subcontractor Indemnity and Insurance.

1. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
2. With respect to a Third Party Claim for which OEM is jointly liable with the Grantee (or would be if joined in the Third Party Claim), OEM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of OEM on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OEM on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the

parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OEM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if OEM had sole liability in the proceeding.

3. With respect to a Third Party Claim for which the Grantee is jointly liable with OEM (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OEM in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of OEM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of OEM on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
4. Subgrantee shall take all reasonable steps to cause its contractor(s) or subcontractor(s) that are not units 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 ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims
5. Subgrantee shall require its contractor(s) or subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

J. Time is of the Essence. The Subgrantee agrees that time is of the essence under this Agreement.

K. Governing Law; Venue; 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 the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. 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. The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

L. 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, or mailing the same by registered or certified mail, postage prepaid to the Subgrantee or OEM at the address or number set forth on page 1 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. 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.

- M. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of OEM, the Subgrantee, and their respective successors and assigns, except that the Subgrantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OEM.
- N. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.D (Administrative Requirements, Retention and Access to Records, and Audits); Section II.E (Procurement Requirements); Section II.F (Property/Equipment Management and Records Control, and Retention of Records); Section II.H (Reports); and Section II.I (Contribution; Subcontractor Indemnity and Insurance).
- O. 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.
- P. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

III. Subgrantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee 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 (44 CFR Part 13.35). The Subgrantee shall establish procedures to provide for effective use and dissemination of the Excluded Parties List (<http://www.epls.gov/>) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.
- B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, *New Restrictions on Lobbying*. The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that no funds provided under this Agreement may be expended in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government. These lobbying prohibitions can be found at 31 USC § 1352.
- C. Compliance with Applicable Law. The Subgrantee 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 44 CFR Part 13.
 2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2.
 3. Audit Requirements set forth in OMB Circular A-133.
 4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
 5. The Freedom of Information Act (FOIA), 5. USC § 552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
 6. Award Term for Trafficking in Persons set forth in 2 CFR Part 175.
 7. Requirements for Drug-Free Workplace set forth in 2 CFR Part 3001.
 8. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.
 9. Clean Air Act of 1970, as amended, 42 USC § 7401-7671, and Clean Water Act of 1977, as amended, 33 USC § 1251.
 10. Protection of Human Subjects, set forth in 45 CFR Part 46.
 11. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.
 12. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.
 13. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC § 3951, pursuant to regulations set forth in 44 CFR Part 9.
 14. USA Patriot Act of 2001, as amended, 8 USC § 1105, 1182, 1189.

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. The Subgrantee, 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 as amended, and related nondiscrimination regulations in 44 CFR Part 7.
 - b. Title VIII of the Civil Rights Act of 1968, as amended.
 - c. Titles I, II, and III of the Americans with Disabilities Act of 1990, as amended, 42 USC §§ 12101 -- 12189.
 - d. Age Discrimination Act of 1975, as amended, 42 USC § 6101.
 - 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.

If, during the past three years, the Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. 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 the Subgrantee, or the Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. Equal Employment Opportunity Program. The Subgrantee, 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. The Subgrantee must maintain a current copy on file.
3. Services to Limited English Proficient (LEP) Persons. The Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of 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, Subgrantee 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. Subgrantee 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. The Subgrantee 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 the Subgrantee to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

2. The Subgrantee 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. The Subgrantee 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, the Subgrantee must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the Subgrantee 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 the Subgrantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Subgrantee, 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. Drug Free Workplace Requirements (2 CFR Part 3001). The Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC § 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. The Subgrantee must notify this office if an employee of the Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.
- G. Classified National Security Information. No funding under this Agreement shall be used to support a contract, subgrant or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information. Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. See award notification.
- H. Human Trafficking (2 CFR Part 175). The Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:
1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 2. Procure a commercial sex act during the period of time the award is in effect; or
 3. Use forced labor in the performance of the subgrant or subgrants under the award.
- The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. The Subgrantee must include these requirements in any subgrant made to public or private entities.
- I. Fly America Act of 1974. The Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of 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.
- J. Activities Conducted Abroad. The Subgrantee 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.
- K. Acknowledgement of Federal Funding from DHS. The Subgrantee 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.
- L. Copyright (44 CFR Part 13.34). The Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related 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, the Subgrantee 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. The Subgrantee 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.
- M. Use of DHS Seal, Logo and Flags. Subgrantee 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.

IV. Suspension or Termination of Funding

OEM may suspend funding in whole or in part, terminate funding, or impose another sanction on an Urban Area Security Initiative Grant Program recipient for any of the following reasons:

- A. Failure to comply substantially with the statutory and administrative requirements or objectives of the Urban Area Security Initiative Grant Program, with the Program guidelines, or with other applicable federal or state laws and regulations.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the approved Investment Justifications.
- C. Failure to adhere to the requirements of this Agreement and standard or special conditions.
- D. Proposing or implementing substantial plan changes to the extent that, if originally submitted, would not have been funded.
- E. Before imposing sanctions, OEM will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the problem informally.

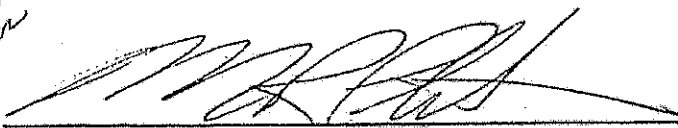
V. Termination of Agreement

- A. OEM may unilaterally terminate all or part of this Agreement or may reduce its scope of work if there is:
 1. A reduction in federal funds which are the basis for this Agreement.
 2. A material misrepresentation, error, or inaccuracy in Subgrantee's application.
 3. A change, modification or interpretation of State or Federal laws, regulations or guidelines that deprives OEM of authority to provide grant funds for the program or provide funds from the planned funding source.
 4. A failure by OEM to obtain sufficient funding, appropriation, limitations, allotments or other expenditure authority to allow OEM, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.
- B. OEM may terminate this Agreement, - immediately upon written notice to Subgrantee, or at such later date as OEM may establish in such notice, if Subgrantee commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit Subgrantee an opportunity to cure the breach, default or failure in such time and on such terms as OEM may specify in such notice.

VI. Subgrantee Representations and Warranties

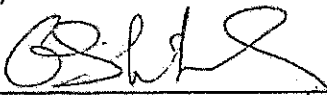
The Subgrantee represents and warrants to OEM as follows:

- A. **Existence and Power.** The Subgrantee is a political subdivision of the State of Oregon. The Subgrantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. **Authority, No Contravention.** The making and performance by the Subgrantee of this Agreement (a) have been duly authorized by all necessary action of the Subgrantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of the Subgrantee's articles of incorporation or bylaws and (c) 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 the Subgrantee is a party or by which the Subgrantee or any of its properties are bound or affected.
- C. **Binding Obligation.** This Agreement has been duly authorized, executed and delivered on behalf of the Subgrantee and constitutes the legal, valid, and binding obligation of the Subgrantee, enforceable in accordance with its terms.
- D. **Approvals.** 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 the Subgrantee of this Agreement.




Paulina Layton, Mitigation and Recovery Section Director
Oregon Military Department
Office of Emergency Management
PO Box 14370
Salem, OR 97309-5062

5/17/13
Date




Signature of Authorized Subgrantee Official

5/18/13
Date

 Charlie Hales, Mayor

Name/Title

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY 

Approved for Legal Sufficiency:

By Keith L. Kutler by e-mail
Assistant Attorney General

March 28, 2013
Date

ORDINANCE No. 185990

*Accept and appropriate a grant in the amount of \$2,049,396 from the Department of Homeland Security, FY 2012 Urban Areas Security Initiative Grant Program for the purpose of enhancing emergency preparedness through planning, training and equipping emergency responders. (Ordinance)

The City of Portland ordains:

Section 1. The Council Finds:

1. The Department of Homeland Security provides financial assistance to selected urban areas through the FY 2012 Urban Areas Security Initiative (UASI). The City of Portland, in cooperation with regional partners (TriMet, Port of Portland, Multnomah, Clackamas, Washington and Columbia Counties of Oregon and Clark County, Washington) applied for financial assistance to address the unique equipment, training, planning, exercise and operational needs of large urban areas.
2. The Department of Homeland Security has designated Portland, Oregon as the core urban area in the State of Oregon. The City of Portland will be eligible for a portion of the \$2,049,396 available to our regional metropolitan area
3. Funds provided under the UASI Grant Program will be granted directly to the States with no less than 80% of the total award going to selected urban areas. Funds will be used and dedicated for equipment, training, planning and exercises. The Portland Urban Area has completed a regional strategy to guide the use of federal homeland security grant funds. The City of Portland Bureau of Emergency Management (PBEM) will administer the Grant for the region.
4. There are no financial match requirements for this Grant.

NOW THEREFORE, the Council Directs:

- a. The Mayor and Portland Bureau of Emergency Management are authorized to accept the grant from the Department of Homeland Security in the amount of \$2,049,396.
- b. The Mayor is authorized to provide such information and assurances as are required for the grant period.
- c. The FY 2012/2013 budget is hereby amended as follows:

GRANTS FUND

Fund - 217

Business Area - EM00

Bureau Program Expenses - \$500,000

000001

- d. The OMF Grants Office is authorized to perform all administrative matters in relation to the grant application, grant agreement or amendments, requests for reimbursement from the grantor, and to submit required online grant documents on the Mayor's behalf.
- e. The Director of PBEM is authorized to accept on behalf of the City of Portland any subsequent modifications by the Department of Homeland Security for UASI Grant No. 12-170 (EM000025) provided such modifications do not increase the City of Portland's financial obligation or risk. Any modifications that increase the City of Portland's financial obligation or risk must be authorized by the Portland City Council.

Section 2. The Council declares that an emergency exists because a delay would unnecessarily delay the City's ability to perform the activities authorized by the grant. Therefore this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council:

APR 24 2013

Mayor Charlie Hales
 Prepared by: Valentine Hellman
 Date Prepared: 4/3/2013

LaVonne Griffin-Valade
 Auditor of the City of Portland

By

Stephanie...
 Deputy

Changes from UASI 11 to 12 - Deletions from 11 crossed out and additions from 12 bolded and underlined.

II. Conditions of Award

Section A unchanged

~~B. To ensure consistency among statewide planning efforts, the Subgrantee agrees to coordinate grant-funded planning projects with OEM, to include assistance with the creation of a scope of work, review and approval of service providers, and overall project direction.~~

~~C. The Subgrantee agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.~~

~~D. The Subgrantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."~~

Section E and F become B and C but content unchanged

G D. Administrative Requirements. Retention and Access to Records. and Audits.

1. Administrative Requirements. The Subgrantee agrees to comply with all financial management and procurement requirements (Section ~~H E~~), including competitive bid processes and other procurement requirements, and to 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) and the Office of Management and Budget (OMB) Circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:

- a. Administrative Requirements. 44 CFR Part 13 (State and Local Governments).
- b. Cost Principles. 2 CFR Part 225 (State, Local, and Tribal Governments) and 48 CFR **Federal Acquisition Regulations (FAR)** Part 31.2 (~~Federal Acquisition Regulations—Contracts with Commercial Organizations~~).
- c. Audit Requirements. OMB Circular A-133 (~~States, Local Governments, and Non-Profit Organizations~~).

2. Retention of Records. All financial records, supporting documentation, and all other records pertinent to this grant or agreements under this grant shall be retained by the Subgrantee for a minimum of until the latest of (a) six years following termination,

completion or expiration of this Agreement ~~for purposes of State of Oregon or Federal examination and audit~~, (b) upon resolution of any litigation or other disputes related to this Agreement, or (c) an extended period as established under 44 CFR 13.42. It is the responsibility of the Subgrantee to obtain a copy of 44 CFR Part 13 and all applicable OMB Circulars, and to apprise itself of all rules and regulations set forth.

3. Access to Records. Subgrantee acknowledges and agrees, and Subgrantee will require its subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree, to provide OEM, Oregon Secretary of State, Office of Inspector General (OIG), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of the Subgrantee and any contractors or subcontractors of the Subgrantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts access to records, accounts, documents, information, facilities, and staff. Subgrantee and any subrecipients 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.

Part 4 and 5 unchanged

H-E. Procurement Standards.

1. The Subgrantee shall use their own procurement procedures and regulations provided that the procurement conforms to applicable Federal (44 CFR Part 13.36) and State law (including without limitations ORS chapters 279A, 279B, 279C) and standards.

2. The Subgrantee agrees to provide the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the federal Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that is used in performing all or part of this Agreement.

Part 3, 4 and 5 become 2, 3 and 4 but content unchanged

I-F. Property/Equipment Management and Records Control, and Retention of Property/Equipment Records.

1. Property/Equipment Management Records Control.

Parts a - f unchanged

g. Subgrantee agrees to comply with 44 CFR Part 13.32.e when original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency.

Parts g and h become h and i but content is unchanged

Section J becomes section G but content is unchanged

~~K H.~~ Reports. Failure of the Subgrantee 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, or termination of this Agreement, or both.

1. Performance Reports.

The Subgrantee agrees to submit reports in a form acceptable to OEM on reporting on its progress in meeting each of its agreed upon strategic goals and objectives. The narrative reports will address specific information regarding the activities carried out under the FY 2012 Urban Area Security Initiative Grant Program and how they address identified project specific strategic goals and objectives.

Performance reports are due to OEM ~~by the end~~ on the last day of each calendar year quarter.

Any Performance Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. The Subgrantee must receive prior written approval from OEM to extend a performance report requirement past its due date.

2. Biannual Strategy Implementation Report.

The Subgrantee agrees to provide reports to OEM in a form acceptable to OEM to enable OEM to meet its obligation to provide to FEMA the Biannual Strategy Implementation Report (BSIR) to show progress made toward meeting strategic goals and objectives. BSIR completion is due twenty-one days after the end of each BSIR reporting period, July 21 for the reporting period January 1 through June 30; and January 20 for the reporting period of July 1 through December 31.

Part 2 becomes Part 3 but content is unchanged.

Section L becomes I and is deleted in its entirety and replaced with new language

~~L. Indemnification.~~

~~The Sub-grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members from all claims, suits, actions, losses,~~

~~damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of the Subgrantee, its officers, employees, subcontractors, or agents under this Agreement.~~

~~The Subgrantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, OEM, and their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this Agreement.~~

~~The Subgrantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, OEM, and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this Agreement.~~

I. Contribution: Subcontractor Indemnity and Insurance.

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

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

3. With respect to a Third Party Claim for which the Grantee is jointly liable with OEM (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount

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

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

5. Subgrantee shall require its contractor(s) or (subcontractor(s) to obtain insurance in amounts required by OEM, not to exceed OEM's limits of liability under the Oregon Tort Claims Act, and shall provide that the State of Oregon, OEM, and their officers, employees and members are named as Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

Section M becomes Section J but content is unchanged

Section N is deleted in its entirety

Ø K Governing Law; Venue; 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 the Subgrantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of

Oregon to be sued in federal court. 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. The Subgrantee, by execution of this Agreement, hereby consents to the In Personam Jurisdiction of said courts, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Sections P - T become sections L - P but content is unchanged

III. Subgrantee Compliance and Certifications

A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subgrantee 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. (~~This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 47 13.35~~). The Subgrantee shall establish procedures to provide for effective use and/or dissemination of the Excluded Parties List ([http://www.epls.gov /](http://www.epls.gov/)) to assure that their contractors are not in violation of the nonprocurement debarment and suspension common rule.

B. Standard Assurances and Certifications Regarding Lobbying. The Subgrantee is required to comply with 44 CFR Part 18, New Restrictions on Lobbying (http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfr18_07.html). The restrictions on lobbying are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per expenditure. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, ~~without the express prior written approval of FEMA.~~ These lobbying prohibitions can be found at 31 USC § 1352.

C. Compliance with Applicable Law. The Subgrantee 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 44 CFR Part 13.
2. Cost Principles set forth in 2 CFR Part 225 and 48 CFR Federal Acquisition Regulation (FAR) Part 31.2.
3. Audit Requirements set forth in OMB Circular A-133.
4. The provisions set forth in 44 CFR Part 7; Part 9; Part 10; and Federal laws or regulations applicable to Federal assistance programs.
5. The Freedom of Information Act (FOIA), 5. U.S.C. §552 with consideration of State and local laws and regulations regarding the release of information and regulations governing Sensitive Security Information (49 CFR Part 1520).
6. Award Term for Trafficking in Persons set forth in 2 CFR Part 175.
7. Requirements for Drug-Free Workplace set forth in 2 CFR Part 3001.
8. Animal Welfare Act of 1966, as amended, 7 USC § 2131 et seq.
9. Clean Air Act of 1970, as amended, 42 USC§ 7401-7671, and Clean Water Act of 1977, as amended, 33 USCS 1251.
10. Protection of Human Subjects, set forth in 45 CFR Part 46.
11. National Flood Insurance Act of 1968, as amended, 42 USC § 4013, pursuant to regulations set forth in 44 CFR Part 63.
12. Flood Disaster Protection Act of 1973, as amended, 42 USC § 4002.

13. Coastal Wetlands Planning, Protection, and Restoration Act of 1990, as amended, 16 USC§ 3951, pursuant to regulations set forth in 44 CFR Part 9.

14. USA Patriot Act of 2001, as amended, 8 USC§ 1105, 1182, 1189.

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. ~~The Subgrantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, disability, or gender. The Subgrantee, 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 as amended, and related Nondiscrimination Regulation s in 44 CFR Part 7;

b. Title VIII of the Civil Rights Act of 1968, as amended.

b c. Titles I, II and II of the Americans with Disabilities Act (ADA) of 1990; as amended, 42 USC §§ 12101 - 12189.

d. Age Discrimination Act of 1975, as amended, 42 USC § 6101.

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.

~~In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability or gender against the Subgrantee or any of its contractors or subcontractors, the Subgrantee or any of its contractors or subcontractors will forward a copy of the finding to OEM.~~

If, during the past three years, the Subgrantee has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subgrantee must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the OEM. 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 the Subgrantee, or the Subgrantee settles a case or matter alleging such discrimination, Subgrantee must forward a copy of the complaint and findings to the OEM.

2. Equal Employment Opportunity Program. The Subgrantee, 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. The Subgrantee must maintain a current copy on file.

~~3. Services to Limited English Proficient (LEP) Persons. National origin discrimination includes discrimination on the basis of limited English proficiency. Recipients of federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by LEP persons to important benefits, programs, information and services. For additional information, please see <http://www.lep.gov>.~~

3. Services to Limited English Proficient (LEP) Persons. The Subgrantee, and any of its contractors and subcontractors agrees to comply with the requirements of 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, Subgrantee 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. Subgrantee 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>.

Section E is unchanged

Section F is deleted in its entirety and replaced

~~F. Drug Free Workplace Requirements. The Subgrantee certifies that it will provide a drug-free workplace. There are two general requirements if you are a recipient other than an individual.~~

~~1. You must make a good faith effort, on a continuing basis, to maintain a drug-free workplace. Briefly, those measures are to:~~

- ~~a. Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see 41 CFR Part 17.6); and~~
- ~~b. Take actions concerning employees who are convicted of violating drug statutes in the workplace.~~

~~2. You must identify all known workplaces under your Federal awards.~~

~~Additional information can be referenced at:~~

~~http://www.access.gpo.gov/nara/cfr/waisidx_08/44cfrv1_08.html.~~

F. Drug Free Workplace Requirements (2 CFR Part 3001). The Subgrantee agrees to comply with the requirements of the Drug-Free Workplace Act of 1988, as amended, (41 USC§ 701 et seq.), which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. The Subgrantee must

notify this office if an employee of the Subgrantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment

Section G was unchanged

H. Human Trafficking (2 CER Part 175). The Subgrantee, employees, contractors and subrecipients under this Agreement and their respective employees may not:

1. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
2. Procure a commercial sex act during the period of time the award is in effect; or
3. Use forced labor in the performance of the subgrant or subgrants under the award.

The Subgrantee must inform OEM immediately of any information the Subgrantee receives from any source alleging a violation of any of the above prohibitions in this award term. OEM's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this award Agreement. The Subgrantee must include these requirements in any subaward subgrant made to public or private entities.

I. Fly America Act of 1974. The Subgrantee agrees to comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC § 411 02) 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.

J. Activities Conducted Abroad. The Subgrantee 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.

K. Acknowledgement of Federal Funding from DHS. The Subgrantee 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.

L. Copyright (44 CFR Part 13.34). The Subgrantee agrees to comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related 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, the Subgrantee 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. The Subgrantee 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.

M. Use of DHS Seal, Logo and Flags. Subgrantee 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.

Exhibit B

Item No.	Discipline	Agency/Bureau	Category (Solution Area)	Subcategory	Investment Name	AEL No. Where applicable	Item	Qty	Unit Cost	Current Budget	Contact Name	Contact email	Contact Phone Number
UA12-0003	EM	Clark Co EM	planning equipment	personnel information technology	Collaborative Regional Planning Regional Incident Response and Recovery	04MD-01-UCAM	regional staff	1	\$ 77,777.00	\$	Nancy Bush	gl_mascogor@co.washington.or.us	503-846-5926
UA12-0072	LE	Clackamas Co Sheriff	equipment	CBRNE Search and Rescue	Regional Incident Response and Recovery	03DE-03LTPA	Underwater video cameras	1	\$	\$	Gl Kuepfer		
UA12-0033	PW	Milwaukie PW	equipment	CBRNE Search and Rescue	Regional Incident Response and Recovery	03DE-03LTPA	Light Plants	1	\$	\$	Willie Miller	millerw@cl.milwaukie.or.us	503-766-7621
UA12-0034	PW	Damascus	equipment	CBRNE Search and Rescue	Regional Incident Response and Recovery	03DE-03LTPA	Light Plants	1	\$	\$	Willie Miller	millerw@cl.milwaukie.or.us	503-766-7621
UA12-0037	PW	Milwaukie PW	equipment	CBRNE Incident Response Vehicle	Regional Incident Response and Recovery	12VE-00-4A6S	Incident Response Truck	1	\$	\$	Willie Miller	millerw@cl.milwaukie.or.us	503-766-7621
UA12-0043	Comm	Clackamas Co EM	equipment	information technology	Interoperable Communications and Information Sharing	04AP-09-ALIT	EAS equipment - shipping and installation	2	\$	\$	Larry Hoch	lhochl@wescm.com	503-560-9311 x207
UA12-0020	PW	Clackamas County	equipment	CBRNE Search and Rescue	Regional Incident Response and Recovery	03SR-02-TPHY	Concrete cutting saw-air, hydraulic and gas	6	\$	\$	Don Burvard	dburvard@erwater.com	503-722-0243
UA12-0031	PW	Clackamas County	equipment	CBRNE Search and Rescue	Regional Incident Response and Recovery	03DE-03LTPA	Light Plants	1	\$	\$	Willie Miller	millerw@cl.milwaukie.or.us	503-766-7621
UA12-0035	PW	Clackamas County	equipment	CBRNE Logistical Support Equipment	Regional Incident Response and Recovery	19EN-00-H2OD	Systems, Overland Pipe	1	\$	\$	Don Burvard	dburvard@erwater.com	503-722-0243
UA12-0036	PW	Happy Valley PW	equipment	CBRNE Incident Response Vehicle	Regional Incident Response and Recovery	12TR-00-TEGP	Traffic Incident Management Trailers	1	\$	\$	Michelle Friend	michellea@happyvalley.or.us	503-763-9817
UA12-0045	LE	Clackamas Co Sheriff	equipment	Personal Protective Equipment	Regional Incident Response and Recovery	01SW-04-SPFD	Personal Protection Detsco/Life Jacket	20	\$	\$	Gl MacGregor	gl_mascogor@co.washington.or.us	503-846-5926

CLACKAMAS COUNTY AND CITY OF HAPPY VALLEY SUBRECIPIENT AGREEMENT
EXHIBIT C: LOBBYING CERTIFICATE

Grant Agreement #: 14-008
Federal Grant: FY12 Urban Area Security Initiative (UASI)
Recipient Name: City of Happy Valley
Recipient Address: 16000 SE Misty Drive, Happy Valley, OR 97086

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

City of Happy Valley

14-008, HV Traffic Incident
Management Trailer and Contents

Organization Name

Award Number or Project Name

Jason Tuck City Manager
Name and Title of Authorized Representative

Jason Tuck
Signature

1/15/14
Date

INVOICE VOUCHER NO.
AGENCY NAME
Clackamas County Emergency Management Attn: Sarah Stegmuller Eckman 2200 Kaen Road Oregon City, OR 97045
VENDOR OR CLAIMANT (Check is to be payable to)

DATE:	
<p>INSTRUCTIONS TO VENDOR: Submit this form to claim payments/reimbursement for equipment, materials or services. Show complete detail for each item and include all backup documentation (checklist definitions on page 2).</p> <p>SUBMIT TO: Clackamas County Emergency Management</p>	

VENDOR CONTRACT/IGA NO.	RECEIVED BY:	Backup Documentation Checklist to include : (see Instructions on reverse)
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DATE	DESCRIPTION	BUDGET LINE-ITEM	BUDGET	AMOUNT OF REIMBURSEMENT	FOR VENDOR/CLAIMANT USE
					<input type="checkbox"/> EPLS for all Vendors/Contractors <input type="checkbox"/> COP EEO & EB <input type="checkbox"/> COP Biz Lic. / or Exemption <input type="checkbox"/> Goods Received <input type="checkbox"/> Solicitation, Responses & Contract <input type="checkbox"/> Packing Slip <input type="checkbox"/> Invoices & Proof of Payment <input type="checkbox"/> Receipts <input type="checkbox"/> Other: _____ _____ Initials

PREPARED BY	TELEPHONE NUMBER	DATE	VENDOR/CLAIMANT APPROVAL	DATE RECEIVED
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APPROVAL FOR PAYMENT: YES <input type="checkbox"/> NO <input type="checkbox"/>	DATE	AMOUNT :
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Note: Refer to the Grant Award Conditions and Certifications for all compliance guidelines and requirements. Guidelines and requirements may vary by grant year - please pay special attention to the Administrative Requirements, Retention and Access to Records and Audits section.

Documents Required for Reimbursement Requests:

1. Supplies and Equipments Purchase Reimbursement

The purchase must be compliant with policies and procedures of City of Portland Procurement Services. For procurements under \$5,000 for Goods and Services, only one quote from a vendor is required. For procurements over \$5,000, three quotes from different vendors or sole source justification is required. For procurements over \$50,000 please contact the PBEM Finance Department.

Included Backup Documentation:

- Copy of Contract procurement was made against.
 - Solicitation (Request for Proposals, Invitation to Bid, etc.) and Responses (Proposals, Bids, etc.) from firms solicited.
 - Invoice - reviewed and signed by the person having first hand knowledge of the project
- Note - Invoices and backup for invoices cannot include:
- tips on food or services
 - alcohol
- Proof of payment to vendor
 - Goods Receipt
 - Contractor checked against:
 - EPLS (Excluded Parties List System) - <https://www.sam.gov>. Check Firm Name(s) and Firm Owner(s) and include a printout from the website.
 - City of Portland EEO and EB Certification (when applicable)
 - Compliance with City of Portland Business License regulations - If the Firm is located in the City of Portland, or any business is done in the City of Portland, the Firm must register with the City of Portland's Revenue Bureau. If the firm is not located in the City of Portland, and no business is conducted within the City of Portland, then the Firm is exempt from registration.

2. Regional Staffing Reimbursements

The supporting documents include invoice voucher, receipts, payroll reports and time sheets with Manager's signature.

3. Travel Reimbursement

Lodging and meals must meet the GSA rate. The supporting documents include invoice voucher, registration form, travel authorization form, conference or training agenda, receipts and proof of payment for all expenses except meals. Food and beverages provided during the event must be deducted from per diem allowance.

Note - Receipts and proof of payment cannot include:

- tips on food or services
- alcohol

4. Overtime or Backfill Reimbursement for Exercise or Training

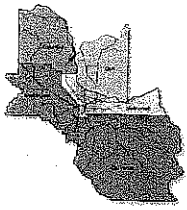
Only OT or backfill wages plus FICA, worker's compensation, unemployment and retirement benefits are eligible for reimbursement. The supporting documents include invoice voucher, summary worksheet including employees name, hours, OT rate, wages and benefits, payroll reports and time sheets.

5. Use of Internal Labor for Installation

To reimburse for expenses for use of agencies' internal labor for installation, regular wages plus benefits except trimet tax are allowable for reimbursement. Overtime and overhead are not allowable for reimbursement. The supporting documents include invoice voucher, payroll report, and a summary worksheet showing employees name, hours, hourly rate, benefits, description of work performed and total amount. A Project Manager who oversees the installation needs to certify the worksheet.

6. Training and Conference

The supporting documents including roster, registration information, copies of invoice for expenses incurred for meeting space, facilitation costs and materials and supplies and copies of the contract if applicable. For training, a training report needs to be submitted to the State within 30 days after the training. See also 3. Travel Reimbursement if needed.



THE REGIONAL DISASTER PREPAREDNESS ORGANIZATION

UASI GRANT PROGRAM Dashboard Form Instructions

Dashboard reports have three aims:

1. To meet our bi-annual reporting requirement to the Feds via the State Administration Agency;
2. To track the progress of projects: for projects experiencing implementation issues, we work with the project manager to identify solutions; and
3. To identify funds for reprogramming (e.g., funds left over from completed projects or from projects that will not be completed that could be allocated towards other projects.)

Dashboard Reports are due twice a year: by the 15th of both June and December. All project managers are required to complete and submit these reports by those deadlines.

Instructions (please read before completing the form on the back):

Please fill in all areas with current information. If any applicable areas are not adequately filled in, the form will be returned to the originator for completion.

Project Name – Provide the name of this project as it appeared on the original project proposal.

Report Date – Provide the date the report is completed.

Project Lead – Provide the name of the person responsible for managing the project (the PM).

Contact – Provide the name of the person that filled out this report.

UASI Grant Year – Provide the Fiscal Year of the grant funds.

Line Item(s) – Provide the line items associated with this project.

Funds Budgeted – Provide the amount budgeted for this project.

Funds Expensed/Encumbered – Provide the amount of funds encumbered and spent for this project according to the records maintained by the PM.

Funds to Reprogram – Provide the funds approved for reprogramming that are not anticipated to be spent.

Timeline Status – This should match the timeline in the original project proposal. List all the major steps for these projects, the date they have been, or will be, completed and their status (i.e. Completed, In Progress, or Not Started).

Current Status – Describe the status of this project as of the completion of this report.

Issues/Concerns – If there are any issues that will cause this project to be delayed or require alterations to the scope or deliverables, list those here. If the project no longer aligns with the timeline in the original project proposal, a new timeline, Extension, or Amendment is required.

Working Group Status – Provide the applicable information in all spaces.

Please email completed reports to Valentine Hellman: valentine.hellman@portlandoregon.gov

Project Name Dashboard Report

Report Date:	Project Lead:	Contact:
Grant/Budget Information:		
Source: UASI Grant Year 20XX	Line Item(s): UAXX-XXXX	
Funds Budgeted: \$	Funds Expensed/Encumbered: \$	Funds to Reprogram: \$

Timeline Status:			
Project Phase/Line Item	Original Date	Completion Date	Status
First Step	Date	Date	Example: Completed
Next/Second Step	Date	Date	Example: In progress. Estimated completion by XX/XX/XX (date).
Next/Third Step	Date	Date	Example: Not Started
Next/Fourth Step	Date	Date	Example: Not Started
Next Step	Date	Date	Example: Not Started
Next Step	Date	Date	Example: Not Started
Next To Last Step	Date	Date	Example: Not Started
Final Step	Date	Date	Example: Not Started

Current Status:
The brief statement of where this project is at.
Issues/Concerns:
Any issues or concerns with the project.

Working Group Status:	
Chair –	Co-Chair –
How often the group meets: Number of members:	
Regional Staff -	

Approval of Previous Business Meeting Minutes

January 16, 2014

(minutes attached)

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

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

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

Thursday, January 16, 2014 - 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith
Paul Reynolds, Housing Authority Commissioner**

Chair Ludlow stated we will take the agenda out of order and do the Housing Authority Consent agenda and the Presentation prior to Citizen Communication. Therefore, he convened the meeting as the Housing Authority Board for the first item and introduced Paul Reynolds, Housing Authority Commissioner.

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

IV. HOUSING AUTHORITY CONSENT AGENDA

Chair Ludlow asked the Clerk to read the Housing Authority Consent Agenda by title, he then asked for a motion.

1. Approval of the US Department of Housing and Urban Development's Family Self Sufficiency Grant Award
2. Approval of an Amendment to the Contract with PBS Engineering and Environmental Professional Service to Provide Environmental Testing and Remediation at the Easton Ridge Renovation Project

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent agenda.

Commissioner Bernard: Second.

Clerk to call the poll:

Commissioner Reynolds: Aye.

Commissioner Savas: Aye.

Commissioner Schrader: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye - the motion is approved 5-0.

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

III. PRESENTATION

1. Recognition of the Transportation System Plan Public Advisory Committee
Mike Bezner and Karen Buehrig, Department of Transportation & Development presented the staff report.

The Board thanked the Citizens for their time and commitment to this advisory Board.

II. CITIZEN COMMUNICATION

1. Les Poole, Gladstone – failure of regional issues.
2. Kevin Johnson, Gladstone – had questions regarding the Gladstone Library study and referred to the recent letter to the City of Gladstone regarding the library.

~Board Discussion~

3. Maryanna Moore, Gladstone – spoke regarding the Gladstone Library and the standards.

~Board Discussion~

V. DISCUSSION ITEM

Health, Housing & Human Services

1. Discussion and Update Regarding the Proposed Emergency Ambulance Services Contract

Cindy Becker and Rich Swift, Health, Housing and Human Services presented the staff report. The staff report consisted of a timeline that summarizes action regarding the Ambulance Service plan for the past 23 month.

Chair Ludlow stated this is a discussion item and there are several folks signed up to speak.

1. Joy Lott, Milwaukie – spoke in support of AMR.
2. Ed Darnell, Portland – shared a personal experience with AMR and supports of AMR.
3. Jo Haverkamp, Oregon City – spoke in support of AMR.
4. Steve Fritz, Estacada – spoke in support of AMR.
5. Shirley Soderberg, Milwaukie - spoke in support of AMR.
6. Tom O'Connor, Canby – Member of EMS Council, spoke in support of AMR.
7. Ginny Davidson, Milwaukie – spoke in support of AMR.
8. Janette Keplar, Vancouver WA – read a letter on behalf of Rex Linderman, Business owner in Wilsonville who supports reopening the bid process.
9. Christina Santoyo, Oregon City – spoke in support of AMR.
10. Ramey Danielson, Lake Oswego – wants the best service for Clackamas County.
11. Dr. Terri Schmidt, Portland, Clackamas County EMS Medical Director for Clackamas County – need to move forward on this contract.
12. Ted Kunze, Canby Fire District – spoke in support of AMR.
13. Randy Lauer, Portland – AMR has been serving Clackamas County for 50 years.
14. Charles Savoie, Milwaukie – spoke in support of AMR.
15. Alli Sair, Milwaukie – spoke in support of AMR.
16. Les Poole, Gladstone – spoke in support of AMR.
17. Don Porth, Damascus, spoke in support of AMR.
18. Markley Drake, Happy Valley City Hall – the City remains neutral on this issue.
19. Eric Durano, Student at Tigard High School – shared a personal experience with AMR and supports AMR.
20. Craig Loughridge, Mulino, Member of EMS Council – need to move forward on this contract.

~Board Discussion~

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

VI CONSENT AGENDA

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

MOTION:

Commissioner Schrader: I move we approve the consent agenda.
Commissioner Bernard: Second.
Clerk to call the poll:
Commissioner Schrader: Aye.
Commissioner Smith: Aye.
Commissioner Bernard: Aye.
Commissioner Savas: Aye.
Chair Ludlow: Aye. The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval of Amendment No. 1 to the Intergovernmental Agreement with the Workforce Investment Council of Clackamas County for Specialized Work Force Services – Community Solutions

B. Elected Officials

1. Approval of Previous Business Meeting Minutes – BCC

VII. DEVELOPMENT AGENCY

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Consulting Services for Engineering Design and Construction Plans for the Sunnyside Road/Stevens Road Intersection Improvement Project - *Purchasing*

VIII. COUNTY ADMINISTRATOR UPDATE

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

IX. COMMISSIONERS COMMUNICATION

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

MEETING ADJOURNED – 8:00 PM

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 by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.

www.clackamas.us/bcc/business.html



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503.655-8431, FAX 503.650-8943, www.co.clackamas.or.us/da/

February 12, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of

Amendment 1 to State of Oregon Intergovernmental Agreement Number 143653

Purpose/Outcomes	Obtain Title IV-E reimbursement for allowable legal services for Child Welfare dependency cases.
Dollar Amount and Fiscal Impact	The maximum payable amount of IGA #143643 has been increased by \$75,000 in order to reimburse the District Attorney's Office for allowable Title VI-E expenditures. The six remaining payments of \$21,497.50 will be increased by \$12,500. No match is required.
Funding Source	State of Oregon, acting by and through its Department of Human Services
Safety Impact	The District Attorney's Office has two full-time DDA's dedicated to juvenile cases. One DDA is dedicated solely to juvenile dependency cases. Both DDA's are focused on the safety, permanency and well-being of the children involved.
Duration	Effective July 1, 2013 through June 30, 2015
Previous Board Action/Review	The Board approved Juvenile Dependency IGA #143643 on Nov. 7, 2013.
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney
County Counsel	Approved as to form on February 5, 2015

BACKGROUND:

The Board approved the first Intergovernmental Agreement between the District Attorney's Office and the Department of Justice to increase involvement in or otherwise improve the quality of juvenile dependency proceedings on March 13, 2008. Since then, the number of dependency cases being reviewed by the District Attorney's Office has increased annually as shown below.

Year	Number of Dependency Cases
2009	270
2010	282
2011	306
2012	338
2013	388

RECOMMENDATION:

I respectfully recommend that the Board approve the attached Amendment to IGA #143653 as submitted and authorize District Attorney John S. Foote to sign on behalf of the County.

Respectfully submitted,

Sarah Brown
Administrator



Agreement Number 143653

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 1 to Agreement Number 143653 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County District Attorney
John Foote
807 Main Street
Oregon City, OR 97045
Telephone: (503) 655-8431
Facsimile: (503) 650-8943
johnfoote@co.clackamas.or.us**

(the "District Attorney," or "DA,") acting pursuant to Article VII, Section 17 (original) of the Oregon Constitution.

1. This amendment shall become effective on the date this amendment has been fully executed by every party and, when required, approved by Department of Justice.
2. The Agreement is hereby amended as follows:
 - a. Under section "IV PAYMENTS" on page 3 of 24, the maximum not-to-exceed amount payable is amended to add funding in the amount of **\$75,000**; the *language to be deleted or replaced is struck through; new language is underlined and bold.*

IV. PAYMENTS

- A. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is ~~\$171,980~~ **\$246,980**. DHS shall not pay County any amount in excess of the not-to-exceed amount for performing the Work, and shall not pay for Work until this Agreement has been signed by all parties.

- b. Section "II A. AGREEMENT DOCUMENTS" is amended as follows, to add Exhibit A, Part 4:

Exhibit A, Part 4: District Attorney Title IV-E Reimbursement Appendix

- c. As a result of adding Exhibit A, Part 4; the following Attachments have been incorporated into the Agreement:

Attachment A: Oregon District Attorney Title IV-E Claim Form Instructions

Attachment B: Example Title IV-E Claim Form

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

Remainder of page left blank intentionally

4. DISTRICT ATTORNEY AND COUNTY DATA AND CERTIFICATION

- A. District Attorney and County Tax Identification. County and District Attorney shall provide County's and District Attorney's federal tax ID number(s) and the additional information set forth below. This information is requested pursuant to ORS 305.385.

Please print or type the following information.

Name (exactly as filed with the IRS) Clackamas County

Address 2051 Kaen Road, Oregon City, OR 97045

Telephone: (503) 655-8431

Facsimile: (503) 650-8943

Federal Tax I.D. 936002286

The above information must be provided prior to Agreement approval. DHS may report the information set forth above to the Internal Revenue Service ("IRS") under the name and taxpayer identification number provided.


- B. Certification. By signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

1. The Federal Tax number shown in Section V(A) is County's and District Attorney's correct taxpayer identification and all other information provided in Section V(A) is true and accurate; and
2. County and District Attorney are not subject to backup withholding because:
 - i. County and District Attorney are exempt from backup withholding;
 - ii. County and District Attorney have not been notified by the IRS that either County or District Attorney is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - iii. The IRS has notified County and District Attorney that County and District Attorney are no longer subject to backup withholding.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

5. Signatures.

**Clackamas County District Attorney
Approved by:**

	District Attorney	February 5, 2014
Authorized Signature	Title	Date

**State of Oregon acting by and through its Department of Human Services
By:**

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

<i>Not Required per OAR 137-045-0030(1)(a)</i>		
Assistant Attorney General		Date

Office of Contracts and Procurement:

Contract Specialist	Date
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Exhibit A, Part 4

District Attorney Title IV-E Reimbursement Appendix

The purpose of this appendix is to define the requirements District Attorney's (DAs) must follow to obtain Title IV-E reimbursement for allowable legal services for Child Welfare dependency cases.

Legal Services

For the purpose of this agreement, legal services include the following:

- a. Initial disposition and extension or revision of Jurisdictional orders;
- b. Placement of children in out-of-home care, including temporary physical custody, change of placement, revision, and extension orders;
- c. Voluntary placements of children into out-of-home care and conversion of voluntary placements to court-ordered placements;

Legal Services may be performed by attorneys, paralegals, investigators, and clerical or other staff. Within the broad types of legal services identified above, specific legal services may include:

- a. Consulting with Child Welfare case workers;
- b. Determining potential cases for court action;
- c. Receiving and organizing information about cases;
- d. Petitioning the court;
- e. Preparation for court hearings;
- f. Participation in court hearings;
- g. Providing legal notice of hearings;
- h. Issuing subpoenas;
- i. Preparing legal briefs and orders; and
- j. Obtaining signed court orders.

Legal services related to the following DO NOT qualify for Title IV-E reimbursement:

- a. Delinquency cases, juvenile probation, restitution, and placement of children in secure detention or juvenile corrections; and
- b. Criminal prosecution of persons charged with child abuse and neglect.

Allowable Costs

The allowable costs that may be considered for Title IV-E reimbursement:

- a. Salary and fringe benefit costs for attorneys and paralegals in DA offices who work on Child Welfare cases.
- b. Salary and fringe benefits for investigators, witness coordinators, and related staff who work on Child Welfare cases.
- c. Salary and fringe benefits for clerical support staff preparing petitions, court orders, and other documents for Child Welfare cases.

Exhibit A, Part 4

- d. Costs associated with legal actions for Child Welfare cases including filing fees, costs for expert witnesses, and transcription costs.
- e. Costs for travel and training for legal staff who work on Child Welfare cases, including participating in Child Welfare training.
- f. Service and supplies necessary for legal staff who work on Child Welfare cases.
- g. Genetic testing to determine paternity to expedite a court case.

The Title IV-E reimbursement DOES NOT apply to the costs of judges, clerks of courts, guardian's ad litem, public defenders, or other court-related staff who may be involved in Child Welfare legal proceedings for legal services to a child or parent. Court operating expenses and overhead cannot be claimed under the Title IV-E legal services reimbursement.

Amount of Title IV-E Reimbursement

The amount of reimbursement is based on the actual amount of reimbursable costs and percent of time staff spent on Child Welfare dependency cases. Therefore, the exact amount of Title IV-E reimbursement that a DAs office can receive will not be projected but will be on actuals.

The net amount of Title IV-E reimbursement for legal services is based on the federal Title IV-E administrative cost reimbursement rate of 50% multiplied by the percentage of Title IV-E eligible children in out-of-home care in Oregon. This eligibility ratio is also known as the Title IV-E "eligibility rate" and varies from quarter to quarter. The net reimbursement rate could change each quarter depending on the statewide IV-E "eligibility rate" and any changes in federal Title IV-E fiscal policy.

Allocation of Legal Staff Time

Attorneys and other legal staff must be either dedicated full-time to Child Welfare cases or the specific portion of time for legal staff who works part-time on Child Welfare cases must be identified. DAs must ensure that the amount of legal staff time and other expenses reported for Title IV-E reimbursement corresponds with the amount of legal services performed for Child Welfare dependency cases.

DAs can determine the specific method used to allocate legal staff time and other expenses to the legal services reimbursement. DHS must approve the time reporting methodology used by the DAs office. DHS is responsible for ensuring that the legal staff time allocation method used meets single state audit requirements and other applicable audit requirements.

Sources of Match

The match expenses used to claim Title IV-E reimbursement must be from non-federal public funds and be based on expenditures by a public agency from those public funds. Expenses used to claim Title IV-E reimbursement for legal services cannot be used as match for other federal funding sources.

OREGON DISTRICT ATTORNEY
TITLE IV-E CLAIM FORM INSTRUCTIONS

Oregon District Attorney's (DAs) that have signed a 2013-15 intergovernmental agreement with the Oregon Department of Human Services (DHS) regarding the increased or improved juvenile dependency proceedings are entitled to quarterly Title IV-E reimbursement from DHS. The biennial amounts are based on projected expenditures and may be revised based on actual allowable Title IV-E expenditures throughout the biennium. To claim each quarterly payment, the county must submit a "Title IV-E Claim Form" for the quarter of note.

Instructions for Oregon Department of Justice Juvenile Dependency "Title IV-E Claim Form":

The claim form has been developed in Excel and should be completed electronically, then printed for signature and submitted electronically. **Please submit the completed claim form to DHS** at the address listed on the last page of these instructions. The DA must have and keep documentation to support the information reported on the form. The supporting documentation is subject to review, upon request, by DHS and is subject to audit by state and federal auditors (does not have to be attached to quarterly claim).

The methodology for tracking the percentage of time staff spent on Child Welfare dependency cases must be approved by DHS. It is recommended the time tracking methodology be daily, but no less than weekly.

Please complete the sections of the claim form as follows:

- A. **County Identification and Amount Claimed.** Record the county name and mailing address. Include the date the form is completed, the quarter for which the claim is being submitted, and the amount of the quarterly claim. The quarterly claim amount is calculated automatically after all data has been input. IV of the 2011-13 interagency agreement and represents the maximum amount that will be paid to the county for the quarter.

In order to claim the amount specified in the interagency agreement, the total eligible personnel costs for the quarter must equal or exceed the interagency agreement amount.

- B. **Qualifying children's cases worked.** For each **Qualified Child** who had Work performed on the Child's case during the reporting quarter, record the Child's name and birth date. A **Qualifying Child** is a child who, at the time Work was performed on the child's case, was at any point in the juvenile dependency process between the filing of a dependency petition and entry of a disposition order on the merits on all allegations in that petition. **Work** includes any of the acts to be performed and requirements to be fulfilled by the District Attorney as described in Exhibit A, Part 1, of the agreement. List a Qualified Child only once each quarter, regardless of the number of time Work was performed on the Child's case. If work is performed on a case involving multiple Qualified

OREGON DISTRICT ATTORNEY
TITLE IV-E CLAIM FORM INSTRUCTIONS

Children, list all children on the form. If the District Attorney's office prefers, a separate list of Qualified Children and their birth dates may be attached as long as reference to it is made in the invoice.

- C. **Eligible personnel costs.** Record the name of each employee who worked on the qualifying cases. Record their "Salary and Fringe Benefits" for the quarter and the "Percent of Time Spent on CW Cases" for the quarter worked on the qualifying cases. The "Eligible Cost" field will automatically calculate.

Personnel costs include the salary (including any overtime or other differential) and other personnel expenses such as health insurance, retirement, and other employee benefits paid for the quarter to, or on behalf of, the employee listed. To claim the full amount specified in part IV of the interagency agreement, the total eligible cost for the quarter must equal or exceed the amount specified in the interagency agreement. If the total eligible cost is less than the interagency agreement amount, then the payment to the county will be limited to the total eligible cost amount.

- D. **Other Operating Expenses.** Record the amount of "Other Operating Expenses" for the quarter for each staff person reported in section C above.

Other operating expenses includes:

- a. Service and supplies necessary for legal staff who work on Child Welfare cases.
- b. Costs associated with legal actions for Child Welfare cases including filing fees, costs for expert witnesses, and transcription costs.
- c. Costs for travel and training for legal staff who work on Child Welfare cases, including participating in Child Welfare training.
- d. Genetic testing to determine paternity to expedite a court case.

- E. **Total Reimbursable Costs.** The field represents the total costs that will be used to calculate the Title IV-E reimbursement for the quarter.
- F. **DHS Foster Care IV-E Eligibility Rate.** The eligibility rate, as described in the Title IV-E Appendix, will be provided by DHS. The "Eligibility Rate" is automatically multiplied by the "Total Reimbursable Costs" which is then multiplied by the federal financial
- G. **Federal IV-E Administrative Reimbursement Rate.** The federal reimbursement rate for Title IV-E administrative costs is 50%. The federal reimbursement rate of 50% is automatically multiplied by the results of the "Eligibility Rate" multiplied by the "Total Reimbursable Costs". **The results of this calculation will be the total Title IV-E reimbursement for the quarter.**

OREGON DISTRICT ATTORNEY
TITLE IV-E CLAIM FORM INSTRUCTIONS

- H. **Quarterly DOJ Reimbursement Rate.** This is the agreed upon quarterly rate with DOJ for your county.
- I. **Total Reimbursement for Quarter.** This is automatically calculated by adding the DOJ quarterly rate with the Title IV-E reimbursement amount. This total will also automatically fill the cell at the top right portion of the form named "Total Quarterly Reimbursement".
- J. **Certification.** The District Attorney must sign the certification and submit the form to DHS after the close of each calendar quarter. The first quarter for which a claim can be submitted will be the quarter ending September 30, 2013. Claim forms should be submitted within 30 days of the end of the quarter. Include the name of the person responsible for preparing the report and their contact phone number.
- K. **DHS Validation.** For DHS use only.

DHS will verify the county forms, request the funds from the federal government and keep the official documentation from the counties in its files. Upon approval of the claims, DHS will then make the appropriate payments to the participating counties.

The contact from the Oregon Department of Human Services for processing claims with Title IV-E is:

Oregon Department of Human Services

DHS, Office of Child Welfare Program
Attn: Sherril Kuhns
500 Summer Street NE E-69
Salem, OR 97301-1097
Phone: 503-945-6679

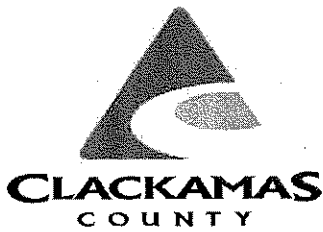
EXAMPLE

**OREGON DEPARTMENT OF JUSTICE
JUVENILE DEPENDENCY
TITLE IV-E CLAIM FORM**

EXAMPLE

A.	County:	EXAMPLE	Report Date:	4/10/2013
	Mailing Address:		Quarter Ended:	3/31/2013
	City, State, Zip:		Total Quarterly Reimbursement	\$ 43,478.25
B. Qualifying Children's cases worked during quarter:				
See attached:				
C.	Employee Name	Salaries and Fringe Benefits	% of Time Spent on CW Cases	Eligible Cost
	DA	\$ 15,000.00	75%	\$ 11,250.00
	DA	\$ 22,000.00		-
	Paralegal	\$ 8,900.00	75%	\$ 6,675.00
	Paralegal	\$ 7,800.00	50%	\$ 3,900.00
	Law Clerk	\$ 7,500.00	75%	\$ 5,625.00
	Support Staff	\$ 6,200.00	25%	\$ 1,550.00
	Support Staff	\$ 2,400.00	100%	\$ 2,400.00
	DA	\$ 21,000.00	50%	\$ 10,500.00
D.	Other Operating Expenses			\$ 10,000.00
E.	Total Reimbursable Costs			\$ 51,900.00
F.	DHS Foster Care IV-E Eligibility Rate		63.50%	\$ 32,956.50
G.	Federal IV-E Administrative Reimbursement Rate		50%	\$ 16,478.25
H.	Quarterly DOJ Reimbursement Rate			\$ 27,000.00
I.	Total Reimbursement for Quarter (Title IV-E and DOJ)			\$ 43,478.25
J.	Certification:			
The District Attorney performed all work for which reimbursement is sought in accordance with Title IV-E Intergovernmental Agreement				
	Signature:		Prepared by:	
	Typed Name:		Name:	
	Title:		Contact Phone:	
	Signature:			
K.	DHS Validation			
		Sign:	Date:	
		Calculation correct:		
		Amount claimed correct:		
		Date paid to County:		

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GARY BARTH
DIRECTOR

BUSINESS AND COMMUNITY SERVICES

February 13th, 2014

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Memorandum of Agreement between Clackamas County and the
Workforce Investment Council of Clackamas County (WICCO)**

Purpose/Outcomes	Revised Memorandum of Agreement
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	This Agreement is effective upon the date of the last signature by a party and shall remain in effect until December 31 st , 2015. As of January 1 st , 2016, the agreement shall remain in effect until it is terminated by: <ol style="list-style-type: none"> 1. Either party as set forth in Section V. of the Agreement; 2. Operation of law; or 3. Execution of a subsequent Memorandum of Agreement by both parties that supersedes the Agreement.
Previous Board Action	June 17, 2010 approval of last revised MOA Study Session was held before the Board December 10, 2013
Contact Person	Cindy Hagen, Business and Economic Development, 503-742-4328

BACKGROUND:

Memorandum of Agreement: Clackamas County has a current Memorandum of Agreement (MOA) made and entered into by and between Clackamas County and the Workforce Investment Council of Clackamas County pursuant to the Workforce Investment Act of 1998.

WICCO has been identified by the Clackamas County Board of Commissioners (BCC) as the workforce investment act fund administrator in Clackamas County. WICCO is a 501 (c) 3 organization governed by a board of directors responsible for developing policy and overseeing local workforce development initiatives in partnership with the BCC.

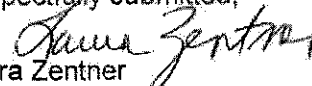
The current MOA was discussed during a study session with the BCC on December 10th, 2013 as part of WICCO's annual update. Revisions are as follows:

- Update of duration for the MOA to be in effect until December 31st 2015;
- Change of signature line for WICCO and the BCC to be the Board Chair of each party.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the revised Memorandum of Agreement with the Workforce Investment Council of Clackamas County.

Respectfully submitted,


Laura Zentner
Deputy Director of Business and Community Services

For more information on this issue or copies of attachments please contact Catherine Comer at 503-742-4303

MEMORANDUM OF AGREEMENT

Between: Clackamas County,
A Political Subdivision of the State of Oregon
2051 Kaen Road
Oregon City, OR 97045

And: Workforce Investment Council of Clackamas County, Inc.
An Oregon Nonprofit, Public Benefit Corporation Without Members
365 Warner Milne Road, Suite 202
Oregon City, Oregon 97045

This agreement ("Agreement") is made and entered into by and between Clackamas County, Oregon, ("County"), and the Workforce Investment Council of Clackamas County, Inc., an Oregon non-profit corporation ("WICCO"), pursuant to the Workforce Investment Act of 1998, Public Law 105-220, ("WIA").

RECITALS:

- A. WHEREAS, WIA requires the establishment of a local Workforce Investment Board in each local area of a state and authorizes the expenditure of federal funds for job-training and workforce development programs in locally determined Workforce Investment Areas; and
- B. WHEREAS, the County constitutes a jurisdiction eligible for designation as a Workforce Investment Area (Region 15) in which WICCO serves as the local workforce board; and
- C. WHEREAS, WIA establishes a partnership between the Local Workforce Investment Board and the Chief Elected Official to preserve local control and decision making in workforce development; and
- D. WHEREAS, the Board of County Commissioners of County ("BCC") collectively serves as the chief elected official of County and under WIA is liable for WIA grant funds; and
- E. WHEREAS, the partnership between WICCO and County is part of a statewide workforce development system and is subject to approval and certification by the Governor of the State of Oregon; and
- F. WHEREAS, the State of Oregon policy governing this partnership seeks to establish collaboration between the partners in order to carry out strategies and policies that build on statewide investments;

NOW THEREFORE, Be it resolved that this Agreement pursuant to WIA and the State of Oregon's workforce development system is made and entered into and between County and WICCO.

A. Compliance with Laws.

WICCO and County shall operate in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations and other laws.

B. Roles and Responsibilities.

1. County. County shall be responsible for the following:

- a) Appointing WICCO board members (WIA Section 117(c)(1), including at least one member of the BCC to serve on the WICCO board;
- b) Serving as the local grant recipient (WIA Section 117(d)(3)(B). This duty is hereby delegated to WICCO in accordance with WIA section 117(d)(3)(B)(i)(II) and section 1.B.2.(c) of this Agreement (below); and
- c) Providing one employee of County with expertise and experience in WIA grant accounting and administration to serve on the WICCO audit committee.

2. WICCO. WICCO shall be responsible for the following:

- a) Serving as the local program administrator;
- b) Maintaining WICCO's status as a non-profit organization;
- c) Serving as grant sub-recipient pursuant to the delegation described in section 1.B.1.(b) of this Agreement (above), receiving and disbursing funds made available to Region 15 - Clackamas County under the Workforce Investment Act, and:
- d) Developing a WIA budget for the purpose of carrying out WICCO's duties, subject to the approval of County (WIA Section 11 7(d)(3)(A)).

3. Implementation.

- a) As the Local Workforce Investment Board, WICCO agrees to operate in compliance with the WICCO Articles of Incorporation and Bylaws.
- b) WICCO and County agree to operate in compliance with the Region 1 5 Local Unified Plan adopted pursuant to the WIA, as amended from time to time.
- c) WICCO agrees to provide a written report to the BCC annually, summarizing the results of the annual monitoring review by the State, which includes a compliance review of administrative, fiscal and program systems.
- d) WICCO agrees to provide thirty (30) day's written notice to the BCC of any proposed changes to WICCO's Articles of Incorporation, Bylaws, or other corporate governing documents ("Corporate Documents"). The notice shall be mailed to the Office of Clackamas County Counsel by certified mail, return receipt requested, and shall be deemed delivered on the earlier of: (i) three (3) business days after mailing, or (ii) the date of actual receipt as marked on the US Postal Service return receipt.

WICCO agrees that any proposed change to WICCO Corporate Documents that the BCC objects to may not be made until the BCC concurs with the proposed bylaw change.

- e) WICCO agrees to receive WIA grants and other grants in its own name and be responsible for the development of grant programs, expenditures and accounting for all funds that WICCO receives. WICCO further agrees to deliver or procure services pursuant to the grants.
- f) WICCO agrees to establish and maintain an audit committee and maintain as a member of the committee the County employee described in section I.B.1.(c) of this Agreement (above).

The audit committee shall:

- i. Prepare or supervise the preparation of all financial statements and other official financial information provided to the public;
- ii. Design and implement systems of internal controls to ensure WICCO compliance with applicable laws, policies and procedures and appropriate risk management measures;

- iii. Facilitate an annual independent audit process, including engaging an independent certified public accountant and receiving all reports from the accountant; and
- iv. Issue an RFP for audit services every three to five years using federal procurement guidelines.
- g) WICCO agrees to procure such independent audits as are required under state and federal law or as WICCO deems both necessary and beyond what is required by state or federal law.
- h) WICCO's authority to administer job-training/workforce development programs and services is not limited to those services authorized by WIA, and WICCO may receive any available funds that are unrelated to WIA.
- i) WICCO shall maintain and use its own federal employer identification number (EIN) for all of its financial transactions. WICCO shall maintain its own bank accounts and direct the investment of its funds. As a non-profit organization, WICCO shall serve as fiscal agent for all funds received under its EIN and is responsible for all audit and tax filings under its EIN.

II. Conflict Resolution

A. Informal Negotiations.

In the event County and WICCO cannot agree on an issue where their agreement is required by this MOA or state or federal law, the County Administrator or designee and WICCO designee shall first attempt to resolve the disagreement.

B. Formal Negotiations.

If a resolution is still not reached, a representative chosen by the BCC and a representative chosen by WICCO shall meet and attempt to resolve the disagreement.

C. Resolution Committee for Further Negotiation.

If negotiations are unsuccessful, a Resolution committee will be formed with one member designated by WICCO, and a second member designated by County. The two members shall designate a third member. These three persons shall be known as the "Resolution Committee". The Resolution Committee shall promptly meet to discuss and resolve any dispute by majority vote. Decisions of the Resolution Committee shall be rendered within thirty (30) days after the Committee is appointed and shall be binding upon WICCO and County.

D. Alternative Means for Selection of Third Committee Member.

In the event a third member of the Resolution Committee cannot be agreed to by the two members of the Resolution Committee so chosen, the Director of Workforce Development programs for the State of Oregon (currently the Director of Department of Community Colleges & Workforce Development 255 Capitol Street NE, Third Floor, Salem, Oregon 97310) or any replacement or substitute appointed as a result of legislation that replaces WIA, shall be asked to appoint the third member.

E. Other Remedies.

If the Resolution Committee is unable to resolve the matter, each party shall have recourse to any remedy provided by law.

III. **Liabilities**

A. Director's and Officer's Insurance.

WICCO shall purchase insurance to prudently protect itself, its directors and officers against liabilities. Such insurance policy shall include Audit Exception and/or Errors and Omissions coverage as agreed to by WICCO and County. The policy shall name County as an additional insured and shall include a provision for the insurer to notify County prior to canceling the insurance coverage.

B. General Liability Insurance.

WICCO shall purchase a policy of general liability insurance. The policy shall always be at least equal in coverage to the amount of liability of a public body for any number of claims arising out of a single accident or occurrence as set forth in the applicable provision of the Oregon Tort Claims Act. The policy shall name County as an additional insured and shall include a provision for the insurer to notify County prior to canceling the insurance coverage.

C. Indemnification.

WICCO shall defend, indemnify and hold harmless County from all liability arising out of WICCO's conduct including its conduct as a program administrator and Workforce Investment Board in the administration of job-training and workforce development services, except to the extent that county's liability is the result of its own negligence or results from County being held liable by the State of Oregon under WIA (or any replacement federal job-training/workforce development legislation) for County's actions. The County shall similarly indemnify WICCO to the extent permitted by Oregon Law.

WICCO shall require its contractors to assume responsibility and to indemnify WICCO and County for liabilities arising from contractor activities. The parties hereby recognize that some

of the contractors may be entities or agencies that are bound by debt and indemnification limits set forth in the Oregon Constitution. The parties therefore agree to require indemnification from such entities or agencies to the fullest extent permitted by Oregon law.

D. Maintenance of Reserve Fund.

To the extent WICCO receives unrestricted moneys that may lawfully be held in a reserve fund, WICCO shall, before otherwise committing the moneys, deposit ten percent (10%) of the moneys in a Reserve Fund in an amount that may not exceed \$250,000. The Reserve Fund shall be held for the purpose of making reimbursements for misapplied WIA grant funds.

E. Liability Priority.

In the event liability for WICCO expenditures or operations occurs, the following priorities apply:

1. First Priority: WICCO shall attempt to recover funds from the contractor, agent or third party causing the liability.
2. Second Priority: WICCO shall attempt to recover funds from insurance described above.
3. Third Priority: WICCO shall repay the liability from the Reserve Fund described in section III.D. of this Agreement (above).
4. Fourth and Final Priority: As a last resort and only to the extent required by the WIA or other federal or state law, County shall repay any otherwise unpaid liability.

IV. Duration and Amendment

A. Effective Date and Duration.

This Agreement is effective upon the date of the last signature by a party and shall remain in effect until December 31st. 2015.. As of January 1st, 2016, the agreement shall remain in effect until it is terminated by:

1. Either party as set forth in Section V. of the Agreement (below);
2. Operation of law; or
3. Execution of a subsequent Memorandum of Agreement by both parties that supersedes the Agreement.

B. Amendments.

Any amendment to this Agreement must be in writing signed by both parties and must make specific references to this Agreement. Upon the request of either party, the parties shall enter into discussions with the other concerning amendment to this Agreement.

C. This Agreement Supersedes Prior Agreements.

This writing is intended both as the final expression of this Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. Except as provided in section I.A. of this Agreement (above), all prior Agreements on the same subject matter are superseded by this Agreement.

V. Termination

A. Pre-Requisites to Termination Generally.

Except as otherwise provided herein, any termination of this Agreement by either party after December 31st, 2015, shall be effective as of December 31st of any subsequent year, if written notice of the intent to terminate has been given to the non-terminating party no later than June 15th of that same year.

B. Termination for Cause by Either Party.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement effective 90 days after written notice is given in compliance with this subsection, as follows:

1. If a party violates section I.A. of this Agreement (above), and the other party gives written notice of intent to terminate after 90 days, specifying the non-compliance, and specifying that the violating party has 45 days to cure the noncompliance to prevent termination.
2. If the violating party fails to cure the violation to the satisfaction of the other party in the 45 day period provided for in a written notice, this Agreement will terminate on the 90th day after that notice was sent by first class and certified mail, return receipt requested. Provided, however, that the terminating party may not terminate this Agreement after 90 days if the violating party can show that it has undertaken substantial action that is expected to cure the violation within a period of time that is reasonable under the circumstances.

C. Termination by BCC for Performance Issue.

County and WICCO understand that the goals set forth in the Recitals on page one of this Agreement can only be achieved if WICCO maintains a level of performance that satisfies Workforce Investment Act State supervisory officials. In order to secure a place for County in the monitoring and correction of poor performance by WICCO, the following requirements are made a part of this Agreement:

1. If WICCO performance falls below 80% for the first year, WICCO will take the following actions as a Board:
 - a) In October, make a written report to the BCC that a performance measure(s) has been missed.
 - b) Meet with the contractor(s) to assess why the performance measure(s) was not met and create a written performance improvement plan.
 - c) In February or March, contact the State of Oregon Department of Community College and Workforce Development for Performance Improvement Plan funds to assist with implementation of the Performance Improvement Plan.
 - d) The following October, follow up in writing with the BCC on the results of the Performance Improvement Plan.
2. If WICCO performance remains below 80% in the same performance standard for a second consecutive year, WICCO will take the following actions as a Board:
 - a) In October, make a written report to the BCC that a performance measure(s) has been missed for two consecutive years.
 - b) Meet with the contractor(s) to assess why the performance measure was not met again and create a written corrective action plan.
 - c) In February or March, contact the State of Oregon Department of Community College and Workforce Development for Performance Improvement Plan funds to assist with implementation of the Corrective Action Plan.
 - d) The following October, follow up in writing with the BCC on the results of the Corrective Action Plan.

3. If performance remains below 80% in the same performance standard for a third consecutive year, WICCO will take the following actions as a Board:
 - a) In October, report to the BCC and the State that a performance measure(s) has been missed for a third consecutive year.
 - b) Meet with the contractor(s) to assess why the performance measure has not been met. Call a special meeting of the WICCO Board, the BCC and the State of Oregon Department of Community College and Workforce Development (CCWD) and the Governor's Staff.
 - c) Review historical data and follow the recommendation of CCWD and the Governor's Staff. These are the considerations and options of CCWD and Governor's Staff:
 - i. Review historical data and make a determination if course corrections are adequate and grant additional year of correction action plan.
 - ii. Require other appropriate measures designed to improve the performance of the local area.
 - iii. Prohibit use of a particular service provider or One-Stop partner that has been identified as achieving poor levels of performance.
 - iv. Appoint and certify a new Local Board.

After the special meeting described in section V.C.3(b) of this Agreement (above), County may send a 90 day notice of termination for cause to WICCO. This Agreement will terminate on the 90th day after that notice was sent by first class and certified mail, return receipt requested. A copy of that notice of termination letter will be provided to the State Office of Community College and Workforce Development and the Governor's Staff, contemporaneous with the mailing of the notice to WICCO.

MEMORANDUM OF AGREEMENT

Between

The County of Clackamas County, Oregon

And

The Workforce Investment Council of Clackamas County, Inc.

Signatures

For the BOARD OF COUNTY COMMISSIONERS

Chair

Date

Recording Secretary

Date

For the WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY

John Hays

Chair

1/15/14

Date



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment
Michael S. Kuenzi, P.E.
Director

February 13, 2014

Board of County Commissioner
Clackamas County

Members of the Board:

APPROVAL OF A SECTION 00500 CONSTRUCTION AGREEMENT BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 AND MARINE INDUSTRIAL CONSTRUCTION, LLC FOR THE CIA PUMP STATION 2013 WET WELL REHAB

Purpose/Outcomes	This pump stations wet well and appurtenances will be replaced, recoated and/or repaired to restore reliability and limit further damage from age and hydrogen sulfide.
Dollar Amount and Fiscal Impact	The agreement is for an amount not to exceed \$151,239 and is funded in the Clackamas County Service District No. 1 FY13-14 budget.
Funding Source	Clackamas County Service District No. 1 – no County General Funds are involved.
Safety Impact	Provide a safer means for providing maintenance for submersible pumps and the reliability of equipment in the wet well.
Duration	February 2014 thru June 2014.
Previous Board Action	None.
Contact Person	Michael S. Kuenzi, Director – Water Environment Services – 503-742-4560
Contract No.	

BACKGROUND:

Originally constructed in 1983, the CIA pump station is in need of wet well rehabilitation work to restore the function and reliability of this vital pump station facility. The project is budgeted for and will be completed in fiscal year 2013-14.

This project includes replacing corroded piping and controls, upgrading electrical connectivity of pumps and application of a protective coating on wet well interior. All labor and materials anticipated for this rehab work are included in the not to exceed amount.

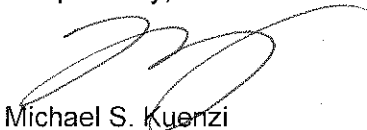
On December 18, 2013, and January 2, 2014, the District publicly advertised the Clackamas County Service District No. 1 - CIA Pump Station 2013 Wet Well Rehab Project. In addition, the District held a non-mandatory pre-bid site visit for potential bidders on December 30, 2013, allowing extensive interaction between District personnel and potential bidders. On January 9, 2014 the District opened received bids and confirmed that the low responsive bidder is eligible to perform work in the State of Oregon and is not on the States ineligible list. Of the bids received, it has been determined that Marine Industrial Construction, LLC is the low responsive bidder.

RECOMMENDATION:

Staff recommends:

1. The Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 1, a county service district ("District"), and as the Local Contract Review Board, make a finding that advertisements for bids were properly published, that written bids were timely received by the District, and that bids were opened publicly at the designated time; and
2. The Board approve the contract for the CIA Pump Station 2013 Wet Well Rehab Project between Clackamas County Service District No. 1 and Marine Industrial Construction, LLC for an amount not to exceed \$151,239; and
3. The Director of Water Environment Services be authorized to execute the agreement between Northwest Marine Industrial Construction, LLC and Clackamas County Service District No. 1 without further Board action.

Respectfully,



Michael S. Kuerzi
Director

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2014 by and between Clackamas County Service District No. 1 (hereinafter called OWNER) and _____ (hereinafter called Contractor).

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

Article 1. WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CIA Pump Station 2013 Wet Well Rehab Project

Article 2. THE PROJECT

The Project for which the Work is described in the Contract Documents.

Article 3. ENGINEER

- 3.1 The term Engineer is defined in the Supplementary Conditions.
- 3.2 Engineer is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

- 4.1 All time limits for milestones, if any, substantial completion, and completion and readiness for final payment are stated in the Contract Documents and are of the essence of the Contract.
- 4.2 The Contractor shall commence work within 10 calendar days after receipt of written Notice-to-Proceed. Contractor shall substantially complete the Work identified within 45 calendar days of Notice-to-Proceed, and the Work shall be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 calendar days after Notice-to-Proceed. The written notice to proceed will be forwarded to the Contractor after the Contractor submits the signed Agreement, Performance Bond and Payment Bond, and Certificate of Insurance to the OWNER and these documents have been approved as to form by the OWNER's attorney, signed by the OWNER.
- 4.3 Contractor and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any

such proof, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.2 above for completion and readiness for final payment or any proper extension thereof granted by OWNER, Contractor shall pay OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time specified in Paragraph 4.2 above for completion and readiness for final payment, plus any fees or penalties imposed by regulators for other violations.

Article 5. CONTRACT PRICE

5.1 OWNER shall pay Contractor for completion of the Work in accordance with Contract Documents an amount in funds equal to the sum of the amounts determined pursuant to the paragraphs below:

5.2 For all Work, as broken down in the following:

A. Lump Sum Bid amount identified in the Bid Form.

Lump Sum Price: \$ _____
(in figures)

B. Owner Contingency Allowance identified in the Bid Form: \$10,000.00

C. Total Bid Amount: \$ _____
(in figures)

5.3 The Contract Price is the total price stated in Contractor's Bid, attached hereto as an exhibit.

Article 6. PREVAILING WAGE RATES

6.1 CONTRACTOR agrees that the provisions required by ORS 279C.830 pertaining to CONTRACTOR's payment of prevailing wage rates shall be included as part of this Agreement. Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor or other person doing or contracting for whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage in effect for this contract.

Article 7. PAYMENT PROCEDURES

7.1 Progress Payments and Retainage

A. Payment for all work under the Contract will be made at the price or prices bid, and those prices shall include full compensation for all incidental work.

B. If the Contract is for a public work and the Contract price is \$50,000.00 or more, supply and file, and require every Subcontractor to supply and file, with the OWNER and with the Wage and Hour Division, Bureau of Labor and Industries,

1400 S.W. Fifth Avenue, Portland, Oregon 97201, a statement in writing that conforms to the requirements of ORS 279C.854. The schedule for submitting payroll information is as follows: Once before the first payment and once before the final payment is made; in addition, for projects exceeding ninety (90) days for completion, submissions are to be made at ninety (90) day intervals.

- C. Make progress estimate of work performed in any calendar month and submit to the Engineer for approval by the 5th day of the following month. These estimates shall include value of labor performed and materials incorporated in the work since commencing work under the Contract. Such estimates need not be made by strict measurements and may be approximate only, and shall be based upon the whole amount of money that will become due according to terms of the Contract when Project has been completed.
- D. If the Contract price is determined, in whole or in part, on a Lump Sum basis, prepare an itemized cost breakdown relating thereto and have the Engineer approve in accordance with Division 1 requirements; progress estimates based on said itemized cost breakdown may be the basis for progress payments. Upon direction by the Engineer provide for revision of the costs breakdown to reflect the true costs of the work as it progresses.
- E. If the Contract price is determined wholly on a unit basis, Engineer may use Unit Prices bid in making progress estimates on the work. In case said Unit Prices do not, in the opinion of the Engineer, truly represent actual relative costs of different parts of work, a percentage of the Unit Price may be used in making progress estimate adjustments.
- F. If the OWNER receives written notice of any unsettled claims for damages or other costs due to Contractor's operations including, without limitation, claims from any County Department or other governmental agency, an amount equal to the claim may be withheld from the progress or final payments until such claim has been resolved to the satisfaction of Engineer.
- G. Progress payments will be made by OWNER on a monthly basis within thirty (30) days after receipt of the Contractor's estimate of work performed, or 15 days after the payment is approved by the Engineer, whichever is the earlier date. Negotiable warrants will be issued by OWNER for the amount of the approved estimate, less five percent (5%) retainage. Such amount of retainage shall be withheld and retained by OWNER until it is included in and paid to Contractor as part of the final payment of the Contract amount. Securities in lieu of retainage will be accepted, or if Contractor elects, retainage as accumulated will be deposited by OWNER in an interest-bearing account pursuant to ORS Chapter 279 for progress payments. After fifty percent (50%) of the Work under Contract is completed, and the Work is progressing satisfactorily, the OWNER may elect to eliminate further retainage on any remaining monthly Contract payments. Said elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of the Contractor's Surety.
- H. The Engineer may decline to approve an application for payment and may withhold such approval if, in the Engineer's opinion, the work has not progressed to the point indicated by the Contractor's submittal in paragraph C above. The Engineer

may also decline to approve an application for payment or may reduce said payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any payment previously made to such extent as may be necessary in his opinion to protect the OWNER from loss because of: (1) defective work not remedied, (2) third party claims filed or failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment, unless Surety consents to such payment, (3) reasonable doubt that the Work can be completed for the unpaid balance of the Contract sum, (4) damage to another contractor's work, (5) reasonable indication that the Work will not be completed within the Contract time (6) unsatisfactory prosecution of the Work by the Contractor, (7) claims against the Contractor by the OWNER, (8) failure of Contractor to submit updated project schedules as specified.

When the above grounds are removed, payment shall be made for amounts withheld because of them. Withholding of progress payments or partial payments under the criteria set forth above shall not entitle the Contractor to interest on such withheld payments or partial payments.

- I. If Contractor fails to complete the Project within the time limit fixed in the Contract or any extension, no further estimate may be accepted or progress or other payments allowed until the Project is completed, unless approved otherwise by OWNER.
- J. Progress estimates are for the sole purpose of determining progress payments and are not to be relied on for any other purpose. The making of a progress payment shall not be construed as an acceptance of any of the work or materials under the Contract.
- K. When the progress estimate indicates that the progress payment would be less than one thousand dollars (\$1000), no progress payment will be made for that estimate period, unless approved by the Engineer.
- L. Contractors are required to provide the OWNER with a list of Contractor's personnel who are authorized to personally receive contract payments. This written authorization must be signed by an officer of the Contracting company and will be placed on file in the OWNER's office. No payment will be released to an unauthorized person.

7.2 Final Estimate and Final Payment

- A. Pursuant to ORS Chapter 279C, notify the Engineer in writing when work is considered complete and Engineer shall, within fifteen (15) days after receiving notice, make a final inspection and either accept the work or notify Contractor of work yet to be performed on the Contract. If accepted, Engineer shall so notify Contractor, and will make a final estimate and prepare a Certificate of Completion recommending acceptance of the Work as of a certain date.
- B. If the Contractor believes the quantities and amounts specified in the final estimate and Certificate of Completion prepared by the Engineer to be incorrect, Contractor shall submit to the Engineer within fifteen (15) days of mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address

as shown in the records of the OWNER, an itemized statement of any and all claims for additional compensation under the Contract which are based on differences in measurements or errors of computation. Any such claim not so submitted and supported by an itemized statement within said fifteen (15) day period is expressly waived and the OWNER shall not be obligated to pay the same. Nothing contained herein shall limit the requirements of Standard General Conditions; Section 00700, Subsection 10.05, *Claims*.

- C. Upon receipt of the executed Certificate of Completion from the Contractor, and approval by the Engineer, the Engineer will process the final payment.
- D. Provided Contractor submits a claim in the manner and time as required in B. above, the Engineer, as soon as practicable, will consider and investigate the claim or claims of the Contractor for compensation earned under the Contract and not included in the Engineer's final estimate and Certificate of Completion. The Engineer will then promptly advise the Contractor of acceptance or rejection of the claim in full or part. If the Engineer allows the Contractor's claims in full or in part, Engineer will prepare a revised final estimate and Certificate of Completion, including all such items allowed and will submit the same to the Contractor.
- E. The Contractor shall execute and return the revised Certificate of Completion within five (5) days of its receipt together with notice of his acceptance or rejection of the amount there stated as being full compensation earned under the Contract.
- F. If the Engineer rejects the claim or claims, he will issue written notice of rejection mailed to the Contractor's last known address as shown in the records of the OWNER.
- G. The Contractor shall commence any suit or action to collect or enforce the claim or claims for any additional compensation arising from differences in measurements or errors of computation in the final estimate within a period of one (1) year following the original mailing of the Engineer's final estimate and Certificate of Completion to the Contractor's last known address as shown in the records of the OWNER. The Engineer's issuance of a revised final estimate pursuant to this subsection does not alter the original final estimate date. If said suit, action or proceeding is not commenced in said one (1) year period, the final estimate and Certificate of Completion or revised final estimate and Certificate of Completion, if revisions are made, shall be conclusive with respect to the amount earned by the Contractor, and the Contractor expressly waives any and all claims for compensation and any and all causes of suit or action for the enforcement thereof that he might have had.
- H. Upon return of the fully executed Certificate of Completion from the Contractor, the Engineer will submit the Certificate of Completion and final estimate to the OWNER for approval. Upon approval and acceptance by the OWNER, Contractor will be paid a total payment equal to the amount due under the Contract including retainage.
- I. Monies earned by the Contractor are not due and payable until the procedures set forth in these Specifications for inspection, approval and acceptance of the Work, for determination of the work done and the amount due therefor, for the prepara-

tion of the final estimate and Certificate of Completion processing the same for payment, for consideration of the Contractor's claim, or claims, if any, and for the preparing of a revised final estimate and Certificate of Completion and processing same for payment have been carried out.

- J. Non-resident Contractor will provide OWNER with evidence that provisions of ORS Chapter 279A.120 have been satisfied; this is a prerequisite to final payment.
- K. Execute and deliver to OWNER, in form approved by the Attorney, a receipt for all amounts paid or payable to Contractor under the Contract, and a release and waiver of all claims against OWNER arising out of or relating to the Contract and furnish satisfactory evidence that all amounts due for labor, materials and other obligations under the Contract have been fully and finally settled or are fully covered by the Performance and Payment Bond and or insurance protecting OWNER, its officers, agents and employees as well as Contractor. This is a condition of final payment and Contractor will not be entitled to final payment on release of retainage nor interest thereon until execution and delivery of said Receipt, Release & Waiver.
- L. If OWNER declares a default of the Contract, and Surety completes said Contract, all payments after declaration of default and retainages held by OWNER shall be paid to Surety and not to Contractor in accordance with terms of the Contract.
- M. Acceptance by Contractor of final payment shall release OWNER and Engineer from any and all claims by Contractor whether known or unknown, arising out of and relating to the Work. No payment, however, final or otherwise shall operate to release Contractor or his Sureties from warranties or other obligations required in the performance of the Contract.

Article 8. CONTRACT DOCUMENTS

8.1 Contents

- A. The Contract Documents which comprise the entire agreement between OWNER and Contractor concerning the Work consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. Payment Bond
 - 4. General Conditions
 - 5. Supplementary Conditions
 - 6. Specifications as listed in Table of Contents (Appendices and Plans) of the Contract Documents, to also include the prevailing wage rates for Public Works Contracts in Oregon.

7. Drawings consisting of a cover sheet and sheets numbered 1 through 7 inclusive with each sheet bearing the following general title: *CIA Pump Station 2013 Rehab Project*.
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Addenda number(s) ___ to ___ included as Exhibit 1.
 - b. Bid Form
 - c. Bid Bond
 - d. Noncollusion Affidavit
 - e. Resident/Nonresident Bidder Status
 - f. Project Certification
 - g. First-tier Subcontractor Disclosure Form
 9. The following which may be delivered or issued on or after the effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Written Amendments.
 - c. Work Change Directives.
 - d. Change Order(s).
- B. The documents listed in Paragraph 8.1.A are attached to this Agreement (except as expressly noted otherwise above).

8.2 Coordination of Contract Requirements

- A. In general, in the case of a conflict or discrepancy between sections of the Contract Documents, the most stringent requirement and/or the highest quality product (as determined solely by the Engineer) shall be incorporated into the Work. The drawings and specifications are intended to describe and provide for a complete Work. Any requirement in one is as binding as if stated in all. The Contractor shall provide any work or material clearly implied in the Contract Documents even if the Contract Documents do not mention it specifically, using best industry practices. If there is still a conflict within the Contract Documents, it will be resolved in the sole judgment of the Engineer by the following order of precedence:
 1. Permits from other agencies as may be required by law.
 2. Owner-Contractor Agreement
 3. Addenda and/or Change Orders
 4. Bid Form

5. Supplementary Conditions
6. General Conditions
7. Technical Specifications, Divisions 1 through 16 with Division 1 taking precedence over Divisions 2 through 16
8. Drawings
9. Bonds

Dimensions shown on the drawings or that can be computed shall take precedence over scaled dimensions. Notes on drawings shall take precedence over drawing details.

8.3 Conflict of Provisions

- A. In the event of any conflicting provisions or requirements between the component parts of his Contract, the component part having the lowest number, as established in Subsection 8.2 above, shall govern.

This shall in no way relieve the performance bond and public liability insurance of their respective and specific protection to the Contractor, provided, however, that such sequence control does not conflict with the intent of or harm the product in any way. In case of such conflict which would alter the intent of or harm the product, the requirement which, in the opinion of the Engineer, will result in the best product will govern. It is hereby agreed that the entire project shall be completed in accordance with the full intent of the Contract, regardless of conflicting statements, omissions, or errors. The intent of the drawings and Specifications is to outline and control the work in a manner necessary to result in the best completely finished product practicable, at a minimum cost, incorporating all items. Any omissions in the Plans and Specifications pertinent to the requirements of the specified bid items are unintentional. If such are found, the Contractor will be required to perform the work in a customary workmanlike manner to achieve the intent as stated above.

It shall be definitely understood that omissions of one or more of the Documents shall not be construed as conflicting provisions. Any requirement given in one Document shall be known to be binding as though it is repeated in all Documents alike. The intent of the Contract is to combine all requirements of all Documents into one.

Article 9. MISCELLANEOUS

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

- 9.3 OWNER and Contractor each binds itself, its partners, successors, assignees, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 Two Year Maintenance and Warranty
- A. In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the OWNER and at no cost to OWNER, any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Acceptance of the Work due to faulty or inadequate materials or workmanship. Repair damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year maintenance period required shall, with relation to such required repair, be extended two (2) years from the date of completion of such repair. Where equipment or systems are specified to have a longer warranty period, Contractor shall be bound to the longer warranty period for the specific equipment and/or systems.
- B. If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, OWNER may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the OWNER, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the OWNER to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.
- C. As a means of providing surety during the maintenance period, the Contractor shall provide to the OWNER written and legally attested proof of surety in the amount of not less than 10 percent of the final contract amount. The maintenance guarantee shall be one of the following types:
1. Continuance of the contract performance bond at the original or a reduced amount.
 2. Maintenance bond in a format and with the conditions acceptable to the OWNER.
 3. Cash deposit to the OWNER's Treasury, with a treasurer's receipt acting as proof of surety.

4. Other arrangements, as may be proposed by the contractor and accepted by the OWNER.

Article 10. GOVERNING LAW

- 10.1 It is expressly understood that this Agreement in all respects shall be governed by the laws of the State of Oregon and the ordinances of the Clackamas County Service District No.1 and Clackamas County.

Article 11. ASSIGNMENT OF ANTITRUST RIGHTS

- 11.1 By entering into this Agreement, the Contractor irrevocably assigns to OWNER any claim or cause of action which the Contractor now has or which may accrue in the future, including at OWNER's option, the right to control any such litigation, by reason of any violation of 15 USC Section 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person which are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this Agreement.
- 11.2 Contractor shall require any subcontractor to irrevocably assign to the OWNER, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC Section 1-15, ORS 646.725 or ORS 646.730, including, at the OWNER's option, the right to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of this Agreement.
- 11.3 In connection with this assignment, it is an express obligation of the Contractor that it shall take no action which any way diminishes the value of the rights conveyed or assigned hereunder to the OWNER. It is an express obligation of the Contractor to advise the OWNER's legal counsel:
 - A. In advance of its intention to commence any action on its own behalf regarding such claims or causes of action;
 - B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
 - C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignments to the OWNER.
- 11.4 Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to the OWNER its proportionate share thereof, if any, assigned to the OWNER hereunder.

Article 12. RECORDS RETENTION

- 12.1 Contractor shall maintain all standard records and accounts as required by the Contract Documents throughout the life of the Agreement and for a period of three years after the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respectively authorized officers or representatives as of the day and year first above written.

WATER ENVIRONMENT SERVICES
for
CLACKAMAS COUNTY SERVICE DISTRICT NO. 1

CONTRACTOR:

OWNER:

Company

Director

Address

Date

City, State, Zip

Authorized Signature

Title

Federal Tax ID Number

Date

END OF SECTION

SECTION 00301

BID FORM

To: Clackamas County Service District No.1
150 Beaver creek Road
Oregon City, Oregon 97045

Attn: Dewayne Kliewer, P.E., Project Manager

Project Title: CIA Pump Station 2013 Wet Well Rehab Project

1. BIDDER'S DECLARATION:

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER ACCEPTS:

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) consecutive calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Documents within eight (8) consecutive calendar days after the date of OWNER's Notice of Award.

3. BIDDER's REPRESENTATIONS:

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged: (List Addenda by Number and Date):

Addenda Number	Date of Issue
_____	_____
_____	_____
_____	_____
_____	_____

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

C. BIDDER understands and is satisfied as to all Federal, State and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work. This includes BIDDER acknowledgment that the provisions of ORS 279C and amendments thereto and regulations

issued thereunder, relating to prevailing wages, benefits and other requirements are to be complied with.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (Surface, Subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction required by the Bidding Documents to be employed by BIDDER, and safety precautions and programs incident thereto.
- E. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work, at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- G. BIDDER has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Bidding Documents and the written resolution thereof by Engineer is acceptable to BIDDER, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- H. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between the Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through interpretations of clarifications by the Engineer as described in Section 00100 – Instructions to Bidders, because of insufficient time or for any other reason, BIDDER has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a higher Bid.
- I. It is understood that there will be interfering utilities and other underground pipes, drains and structures encountered on underground projects that are not shown or are shown incorrectly on the Plans and/or have not been previously discovered in the field. BIDDER agrees this is a normal and usual occurrence in the construction of underground improvements. Furthermore, bidders understand and agree that work in some cases must be done in close proximity to said utilities and underground pipes, drains, and structures not shown or shown incorrectly on the Plans which may require a change in operations and may cause sloughing of the trench, additional traffic control, additional pavement and backfill costs, and time; the BIDDER agrees that a reasonable number of these occurrences are usual and ordinary on underground projects and are reflected in the Bid and plan of operation. The BIDDER shall protect utilities at all times during construction. Time described above includes down time necessary in order to resolve the conflict and time associated with the work done in close proximity to said utilities and underground pipes, drains and structures not shown or shown incorrectly on the Plans. No further compensation will be provided for items found during the course of construction under this paragraph unless the number of occurrences exceed those which could be expected as usual and ordinary as determined by the Owner.

This project is located in the Oregon Utility Notification Center area, which is a utilities notification system for notifying owners of utilities about work being performed in the vicinity of their facilities. The utilities notification system telephone number is 1-800-332-2344.

Comply with OAR 952-001-0020 through 952-002-0090 and Oregon Laws 1995, Chapter 691, Section 7, which is printed in the 1998 Supplemental Standard Specifications for Highway Construction. Contact the Oregon Utility Notification Center at (503) 232-1987 for question about these rules.

- J. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
 - K. BIDDER agrees to comply with the provisions of ORS 279C.800 through 279C.870.
 - L. Certifies that BIDDER has not discriminated against minority, women, or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, in obtaining subcontracts.
 - M. Certifies that BIDDER holds current licenses that businesses or services professionals operate in this state must hold in order to undertake or perform the work specified in these Contract Documents.
 - N. Certifies that BIDDER is covered by liability insurance and other insurance in the amount(s) required by the solicitation.
 - O. Certifies that the BIDDER qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
 - P. Certifies that the BIDDER is legally qualified to contract with the OWNER.
4. TOTAL BID:
- A. Total Bid Amount: Lump Sum Amount plus the Owner Contingency allowance.
 - B. Lump Sum Amount:
\$ One hundred, Forty-One Thousand, Two Hundred Thirty-Nine and no/100--
(words)

\$ 141,239.00
(figures)
 - C. Owner Contingency allowance (OCA):
An allowance designated by the OWNER in the amount identified below is to be included in Contract Price. The OCA may only be used if and when authorized by the OWNER. The OCA may be used in part, in full or not at all. Use of the OCA shall only be through the Change Order

process if and when authorized by the OWNER. Any or all of the OCA that remains unused shall be deducted from the Contract Amount at the time of final Payment.

Owner Contingency Allowance: \$10,000.00

D. Total Bid Amount:

\$ One Hundred Fifty-One Thousand, Two Hundred Thirty-Nine and no/100
(words)

\$ 151,239.00
(figures)

5. Completion.

BIDDER agrees that the Work will be substantially completed and finally completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER agrees that Work associated with all defined interim milestones will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to achieve substantial completion, and make the Work finally complete and ready for final payment, and for completion of all defined interim milestones, within the Contract Times specified in the Agreement.

6. Attached Documents.

The following documents are attached to and made an integral part of this Bid. Failure to submit any of these documents shall render the bid non-responsive. Error in completing these documents may render the bid non-responsive.

- a. Required Bid Security in the amount of five (5) percent of the Bid amount in the form of a certified or bank check, or Bid Bond per Section 00310 – Bid Bond.
- b. Required BIDDER's Noncollusion Affidavit form per Section 00320.
- c. Required BIDDER's Resident/Nonresident BIDDER Status form per Section 00330.
- d. Required BIDDER's Project Certification form per Section 00335.

7. The following document shall be submitted within two (2) working hours after the time and date specified for submission of Bids and shall be made an integral part of the Bid.

- a. Required BIDDER's First-Tier Subcontractor Disclosure Form per Section 00340.

8. Bidder Contact for Communications.

BIDDER's person to contact for additional information about this Bid:

Name: Woody Griffey

Phone and facsimile no.: (503) 682-9925/(503) 783-6100

9. Defined Terms.

Terms used in this Bid have the meanings indicated in the Instructions to Bidder, the General Conditions, and the Supplementary Conditions.

10. BIDDER.

SUBMITTED on January 9th, 2014.

Oregon State CONTRACTOR License No. 188698.

If BIDDER is:

An Individual:

By _____
(Individual's Signature)

(Printed Name)

doing business as _____

Business address: _____

Phone and facsimile no.: _____

A Partnership:

By _____
(Firm name)

(General Partner's Signature)

(Printed Name)

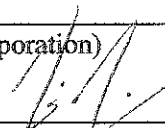
Business address: _____

Phone and facsimile no.: _____

A Corporation:

By Marine Industrial Construction, LLC
(Corporation name)

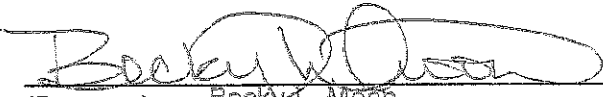
Oregon
(State of incorporation)

By 
(Signature of person authorized to sign)

Michael Harrison
(Printed Name)

Sr. Estimator
(Title)

(Corporate Seal)

Attest 
(Secretary) Becky L. Moon

Business address: 9495 SW Wilsonville Road; Wilsonville, OR 97070

Phone and facsimile no.: (503) 682-9925/(503) 783-6100

- END OF SECTION -

SECTION 00310

BID BOND

Bond No.: N/A

Amount: \$ Five percent of the total amount bid

KNOW ALL MEN BY THESE PRESENTS, that Marine Industrial Construction, LLC

As BIDDER (PRINCIPAL), and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

having its principal place of business at 333 S. Wabash Ave, Chicago, IL 60604

in the State of Illinois

and authorized to do business in the State of Oregon, hereinafter "Surety," are jointly and severally held and firmly bound unto CLACKAMAS COUNTY SERVICE DISTRICT NO. 1, a county service district formed pursuant to ORS Chapter 451, and public contracting agency, as OWNER (OBLIGEE), in the sum of FIVE PERCENT (5%) of the total amount of the bid of the Principal, in the sum of _____

Five percent of the total amount bid DOLLARS

(\$ (----- 5% -----)), for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

The BIDDER is herewith submitting its offer for the fulfillment of the OWNER's contract for construction of the CIA Pump Station 2013 Wet Well Rehab Project.

NOW THEREFORE, if the bid proposal submitted by the BIDDER is accepted and the contract awarded to the BIDDER, and if the BIDDER shall execute the proposed Agreement and shall furnish such insurance certificates and performance and payment bonds as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void; if the BIDDER shall fail to execute the proposed contract and furnish the bonds, Surety hereby agrees to pay to the OWNER the above sum within ten (10) days of such failure. The surety and OWNER agree that failure or neglect of the BIDDER to furnish, execute and deliver to the OWNER the required performance bond and payment bond and evidence of insurance, and to enter into, execute and deliver to the OWNER the Agreement of the form provided within ten calendar days after receiving written notice from the OWNER that the award has been made and the Agreement is ready for execution will cause damage to the OWNER; that the calculation of the damages is very difficult and therefore the amount payable to the OWNER under the bid guaranty bond, or cash or certified cashier's check shall be paid to OWNER as liquidated damages; that this is a reasonable estimate of the damages the OWNER will suffer; that this is not a penalty.

SIGNED AND SEALED this 6th day of January, 2014.

(SEAL) _____ (SEAL)
By: [Signature] By: [Signature]
Its: Marine Industrial Construction, LLC Its: Kristine Calvin, Attorney-in-Fact
"BIDDER:" "SURETY"
Western Surety Company

If the BIDDER is operating under an assumed business name, there must also be set forth in the first paragraph of the bond the names of all the partners or the individual owning the business, and the bond must be executed by one of them.

If the BIDDER is a corporation or a Limited Liability Company, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, shown on the face thereof the Oregon agent for service, and bear the seal for the surety company. Where the bond is executed by an agent, there must be included a copy of the authority of the agent to act for the surety company at the time of the execution of the bond.

To each executed original of this bond, there must be attached a complete set of Contract Documents, with all corrections, interlineations, signatures, etc., completely reproduced therein.

-END OF SECTION-

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gregory C Ryerson, Kristine Calvin, Flora Olander, Patrick Goodman, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of May, 2013.

WESTERN SURETY COMPANY



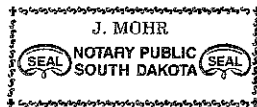
Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 30th day of May, 2013, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of December, 2013.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

SECTION 00320

NONCOLLUSION AFFIDAVIT

State of Oregon)
) ss.
County of Clackamas)

Contract Bid Name CIA Pump Station 2013
Wet Well Rehab Project

I state that I am Senior Estimator (Title) of Marine
Industrial Construction, LLC (Name of Firm) and that I am authorized to make this affidavit on behalf of this firm and its owners, directors, and officers. I am the person responsible in this firm for the price(s) and the amount of this Bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder, or potential Bidder, except as disclosed on the attached appendix.

(2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.

(4) The Bid of this firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

(5) Marine Industrial Construction, LLC (name of this firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

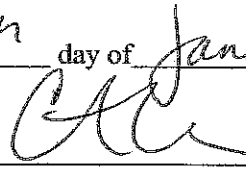
I state that Marine Industrial Construction (name of this firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Clackamas County Service District No. 1 in awarding the contract(s) for which this Bid is submitted. I understand and this firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Clackamas County Service District No. 1 of the true facts relating to the submission of Bids for this contract.



Signature Michael Harrison

Marine Industrial Construction, LLC - Sr. Estimator
Name of Company/Position

Sworn to and subscribed before me this 9th day of January 2014.



Notary Public for Oregon

This commission expires 10-31-2016



- END OF SECTION -

SECTION 00330

RESIDENT/NONRESIDENT BIDDER STATUS

Oregon law requires that the Owner, in determining the lowest responsive bidder, must add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides.

Consequently, each bidder must indicate whether it is a resident or nonresident bidder. A resident bidder is a bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in Oregon, and has stated in its bid whether the bidder is a "resident bidder." A "nonresident bidder" is a bidder who is not a resident bidder.

The undersigned bidder states that it is: (check one)

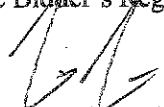
- 1. A resident bidder: _____ X _____
- 2. A nonresident bidder: _____

Indicate state in which bidder resides: Oregon

CONSTRUCTION CONTRACTORS REGISTRATION

Oregon law requires that all contractors must be registered with the Construction Contractors Board in order to submit a bid to do work and to do work as a contractor. The undersigned bidder states that it is now registered with the Oregon Construction Contractors Board.

Indicate the Bidder's Registration No. 188698



Signature Michael Harrison, Sr. Estimator

Marine Industrial Construction, LLC
Name of Company

- END OF SECTION -

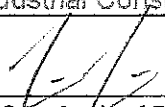
SECTION 00335

PROJECT CERTIFICATION

Prevailing Wage Certification for Public Works Contracts in Oregon

I hereby certify that the provisions of ORS 279C.800 through 279C.870, the hourly rate of wage to be paid to workmen upon public works contracts greater than \$50,000.00 shall be paid not less than prevailing wage for an hour's work in the same trade or occupation in the locality where the labor is performed..

Marine Industrial Construction, LLC
Firm Name

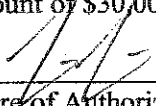

Signature of Authorized Person

1-9-14
Date

Michael Harrison, Sr. Estimator
Print Name & Title of Authorized Person

Public Works Bond Certification

I hereby certify that the provisions of ORS 279C.836(3), Marine Industrial Construction, LLC and
Firm Name
subcontractors upon execution of the Contract shall file with the Construction Contractors Board
a public works bond with a corporate surety authorized to do business in the state of Oregon in
the amount of \$30,000.00

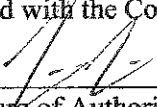

Signature of Authorized Person

1-9-14
Date

Michael Harrison, Sr. Estimator
Print Name & Title of Authorized Person

Contractor's License Certification

I hereby certify that under the provisions of ORS 701, Marine Industrial Construction, LLC is
Firm Name
licensed with the Construction Contractors Board, license number 188698


Signature of Authorized Person

1-9-14
Date

Michael Harrison, Sr. Estimator
Print Name & Title of Authorized Person

END OF SECTION

SECTION 00340

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

Project Name: CIA Pump Station 2013 Rehab Project

Bid #: _____ Bid Closing: Date: Jan. 9th, 2014 Time: 2:00 PM

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award.

INSTRUCTIONS:

The bidder will check the box below stating "Not Applicable" if the bid value of the designated project is less than \$100,000. This form must be submitted either with the bid or within two (2) working hours after the advertised bid closing date and time, but no later than the submittal date and time stated in this bid packet.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name, Dollar Value, and Category of Work for each first-tier subcontractor that would be furnishing labor, or labor and materials, for which disclosure is required. Check the box stating "No First-Tier Subcontractors" if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

NOT APPLICABLE – Amount bid for this project is less than \$100,000.

NO FIRST-TIER SUBCONTRACTORS – No first-tier subcontractors will be furnishing labor or labor and materials in connection with this project.

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1. Liberty Electric	\$21,700.00	Electrical/Instrumentation & Controls
2. Mattila Painting, Inc.	\$38,460.00	Section #'s 09910 & 09600
3.		
4.		

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

a) 5% of the total Contract Price or \$15,000, whichever is greater. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.]

OR

b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder Name): Marine Industrial Construction, LLC

Contact Name: Michael Harrison Phone # (503) 682 - 9925

END OF SECTION



MIC

MARINE INDUSTRIAL CONSTRUCTION, LLC

9495 SW WILSONVILLE ROAD

WILSONVILLE, OR 97070

PH: 360-718-7607 FAX: 360-718-7440

OR. CCB #: 188698

WA. CCB #: MARINIC911RD

July 15th, 2013

To Whom it May Concern;

RE: Signing Authority for Marine Industrial Construction, LLC

Marine Industrial Construction, LLC has authorized Michael Harrison to sign all Bid and Contract Documents for our Company as our Authorized Signor.

Respectfully,

David Bernert

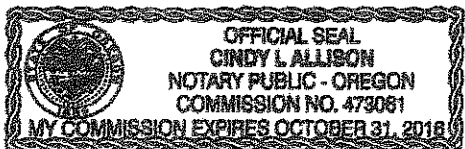
David Bernert
Corp Secretary of
Marine Industrial Construction, LLC

State of: OREGON

County of: CLATSOP

Signed or attested before me on the 15th day of July, 2013

My Commission Expires: 10-31-2016



Cindy L. Allison

Notary Public State of Oregon



MIC

MARINE INDUSTRIAL CONSTRUCTION, LLC

OR. CCB #: 188698

WA. CCB #: MARINIC911RD

COMPANY

Marine Industrial Construction, LLC
9495 SW Wilsonville Road
Wilsonville, OR 97070
Phone: (503) 682-9925
Fax: (503) 783-6100

OR CCB#: 188698
WA #: MARINIC911RD

FED EIN: 27-0942862
Duns # is 939508065
CAGE/NCAGE: 5RK25
WA UBI: 602-957-941
WA RESELLER: A19 7121 14
OR BIN: 1400854-8
OR Reg. # 629-783-91

BILLING ADDRESS

Marine Industrial Construction, LLC
PO Box 37
Wilsonville, OR 97070

CORPORATION DATA

Date of Limited Liability Corporation: Nov. 2009
State Formed: Oregon
Parent Company: WCP, Inc.

President: David Bernert
Sr. Estimator: Michael Harrison

BANK REFERENCES

US Bank
Wilsonville Branch Office
29112 SW Town Center Loop W
Wilsonville, OR 97070
Phone: 503.682.4880
Fax: 503.682.4972

Contact: Marci Spotanski
Direct #: 503.682.4888
Email: marci.spotanski@usbank.com

Account #: 153695236890

INSURANCE & BONDING AGENT

Durham and Bates
720 SW Washington St., Ste. 250
Portland, OR 97205-3554
Phone: 503.224.5170/ Fax: 503.221.0540

Contact: Greg Ryerson
Direct #: 503.242.9405
Email: gregr@dbates.com

CREDIT REFERENCES

Wilsonville Concrete Products
PO Box 37
Wilsonville, OR 97070
P: (503) 682-2525/F: (503) 682-1922
Acct. No. Marine

OxArc, Inc.
4003 E. Broadway
Spokane, WA 99220
P: (800) 535-8894
Acct. No. 29585

Fasteners, Inc.
801 Benton Way
Wenatchee, WA 98801
P: (509) 662-3775/F: (509) 662-2340
Acct. No. 23842

J & A Fuel
P O Box 37
Wilsonville, OR 97070
P: (503) 682-2525/F: (503) 682-1922
Acct. No. Marine100

Home Depot
Dept. 32-2541916379
PO Box 183176
Columbus, OH 43218
Phone: (800) 395-7363
Acct. No. 6035 3225 4191 6379

NORCO, Inc.
1842 N. Wenatchee Avenue
Wenatchee, WA 98801
Phone: (509) 664-0529
Customer No. BA464

Project References

Project: WWTP Willamette River Outfall Diffuser Completed: In Progress
Owner: City of Canby
Address: PO Box 930
Canby, OR 97013
Contact: Greg Ellis, City Administrator Phone: (503) 266 - 4021 ellisg@ci.canby.or.us

Description of Work:

Place Owner Furnished 20 ft long 14" pipe/diffusers/Anchor assembly in willamette river at existing outfall location

Contract Amount: \$14,700.00

Project: Terminal 4 Maintenance Dredging Completed: In Progress
Owner: Port of Portland
Address: PO Box 3529
Portland, OR 97208
Contact: John Durst, Construction Manager Phone: (503) 415 - 6847 John.Durst@portofportland.com
Marcel Hermans, P.E. Senior Project Engineer Marcel.Hermans@portofportland.com

Description of Work:

Mechanically dredging (using clamshell or digging bucket) approximately 5,484 cubic yards of material including the allowable over-depth. Responsible for offloading dredged material at a Port designated re-handling facility, stockpiling, loading, temporary erosion/sediment control and transportation to the Port designated upland disposal site at Hayden Island and Port approved landfill in The Dalles, Oregon. Placement of 1,207 CY of sand cover in designated areas.

Contract Amount: \$763,802.33

Project: Willamette Valley Project Portable Floating Fish Collector Completed: In Progress
Owner: USACE
GC: Cherokee Construction Services, LLC
Address: 901 W. Evergreen Blvd., Ste. 150
Vancouver, WA 98660
Contact: Dan Orr, Project Manager Phone: (360) 694-9464 dan@cherokeekonstruction.biz

Description of Work:

Placing concrete anchors, in designated areas at Cougar Dam, Land County, Oregon to secure a Portable Floating Fish Collector. Mechanically engineering most efficient and sound delivery of anchors to GPS coordinates.

Contract Amount: \$209,450.00

Project: Chelan Hatchery Raceway Improvements Completed: July 2013
Owner: PUD No. 1 of Chelan County
Address: PO Box 1231
Wenatchee, WA 98801
Contact: Sam Dilly, Project Manager Phone: (503) 661-4566 sam.dilly@chelanpud.org

Description of Work:

Demolition and removal of miscellaneous metals from concrete raceways; Concrete and embedded steel preparation including power washing, sandblasting, expansion joint repair and crack sealing; Prime and final coatings; installation of wire and supports to reduce bird predation; Installation of irrigation spray system in each raceway and a filter and pump system.

Contract Amount: \$412,545.88

Project References

Project: Rocky Reach Dam Spillway Reinforcement Gates 12 & 1 **Completed:** In Progress
Owner: PUD No. 1 of Chelan County
Address: PO Box 1231
Wenatchee, WA 98801
Contact: Gene Yow, Project Engineer **Phone:** (509) 661-4305 **Email:** gene.yow@chelanpud.org
Description of Work:
Reinforce gate arms on spillway gates 12 & 1 by welding added steel sections to main arm struts. Sandblast and paint new steel sections.

Contract Amount: \$695,809.00

Project: Beach Below Marine Park Project - Containment Layer **Completed:** Start Sept. 2013
Owner: City of Vancouver, USA
Address: PO Box 1995
Vancouver, WA 98668-1995
Contact: Richard Hoiland, Project Manager **Phone:** (360) 487-7199
Description of Work:
Prepare and construct area for an environmental containment cap over the prescribed area and construct the surface improvements in the vicinity of the cap. This work is part of an environmental cleanup and contaminated soil will be encountered during work.

Contract Amount: \$127,947.77

Project: Bonneville B2 Fish Unit Intake Dredging 2013 **Completed:** February 2013
Owner: USACE ~ Portland District
Address: 333 SW First Avenue
Portland, OR 97204
Contact: Albert Wright **Phone:** (360) 448-7796 xt. 215 **Email:** Albert.W.Wright@usace.army.mil
Description of Work:
Mechanically dredging (using clamshell or digging bucket) approximately 6,800 cubic yards of material including the allowable over-depth. Responsible for offloading dredged material at a USACE designated location, stockpiling, loading, temporary erosion/sediment control and transportation. All work was completed while meeting the stringent USACE EM385-1-1 requirements.

Contract Amount: \$552,489.00

Project: 2012 Maintenance Dredging/Berth Deepening **Completed:** December 2012
Owner: Port of Vancouver USA
Address: 3103 NW Lower River Road
Vancouver, WA 98660
Contact: Kim Shaefer, Project Manager **Phone:** (360) 693-3611 **Email:** KShaefer@Portvanusa.com
Lars Uglum, Operations Superintendent **Phone:** (360) 213-1241 **Email:** luglum@Portvanusa.com
Description of Work:
Mechanically dredging (using clamshell or digging bucket) approximately 5,000 cubic yards of material including the allowable over-depth. Responsible for offloading dredged material at a Port designated re-handling facility, stockpiling, loading, temporary erosion/sediment control and transportation to the Port designated upland disposal site at Terminal 5.

Contract Amount: \$491,190.40

Project References

Project: Rocky Reach Dam Spillway Reinforcement Gates 11 & 5 Completed: Phase 2 November 1, 2012
Owner: PUD No. 1 of Chelan County
Address: PO Box 1231
Wenatchee, WA 98801
Contact: Gene Yow, Project Engineer Phone: (509) 661-4305 Email: gene.yow@chelanpud.org
Description of Work:
Phase 1 Reinforce gate arms on spillway gates 10 & 4 by welding added steel sections to main arm struts. Sandblast and paint new steel sections.
Phase 2 Reinforce gate arms on spillway gates 5 & 11 by welding added steel sections to main arm struts. Sandblast and paint new steel sections.
Contract Amount: \$1,213,200.00

Project: Berth 315 Debris Clearing Year: 2012
Owner: Port of Portland Start: February 2012
Address: PO Box 3529
Portland, OR 97208
Contact: John Durst, Construction Manager Phone: (503) 415 - 6847 John.Durst@portofportland.com
Eric Burnette, Senior Waterway Planner Eric.Burnette@portofportland.com
Description of Work:
Removing debris with dredging in conjunction with divers for material trapped around dolphin pilings and other areas at Berth 315 at Swan Island
Contract Amount: \$20,000.00

Project: Terminal 6, Berths 601, 603-605 & 607 Maintenance Dredging Year: 2011
Owner: Port of Portland Start: November 2011
Address: PO Box 3529
Portland, OR 97208
Contact: John Durst, Construction Manager Phone: (503) 415 - 6847 John.Durst@portofportland.com
Marcel Hermans, P.E. Senior Project Engineer Marcel.Hermans@portofportland.com
Description of Work:
Mechanically dredging (using clamshell or digging bucket) approximately 33,643 cubic yards of material including the allowable over-depth. Responsible for offloading dredged material at a Port designated re-handling facility, stockpiling, loading, temporary erosion/sediment control and transportation to the Port designated upland disposal site at Hayden Island.
Contract Amount: \$1,155,837.00

Project: Bradford Island Fish Ladder Exit Dredging Year: 2011
Owner: USACE - Portland District Start: December 2011
Address: 333 SW First Avenue
Portland, OR 97204-3495
Contact: David Boone, Contract Specialist Phone: (503) 808-4614
Kevin Perletti, PE, Mechanical Engineer Phone: (541) 374-4572 kevin.p.perletti@usace.army.mil
Description of Work:
Mechanically dredging (using clamshell or digging bucket) up to 1,500 cubic yards of material including the allowable over-depth. Responsible for offloading dredged material in an approved transport to an approved on land disposal facility.
Contract Amount: \$95,400.00

Project References

Project: Rocky Reach Dam Spillway Reinforcement Gates 10 & 4 Completed: Phase 1
Owner: PUD No. 1 of Chelan County October 2011
Address: PO Box 1231
Wenatchee, WA 98801
Contact: Gene Yow, Project Engineer Phone: (509) 661-4305 Email: gene.yow@chelanpud.org
Description of Work:
Phase 1 Reinforce gate arms on spillway gates 10 & 4 by welding added steel sections
to main arm struts. Sandblast and paint new steel sections.
Phase 2 Reinforce gate arms on spillway gates 5 & 11 by welding added steel sections
to main arm struts. Sandblast and paint new steel sections.
Contract Amount: \$1,213,200.00

Project: 2011 Maintenance Dredging/Berth Deepening Completed: March 2011
Owner: Port of Vancouver USA
Address: 3103 NW Lower River Road
Vancouver, WA 98660
Contact: Kim Shaefer, Project Manager Phone: (360) 693-3611 KShaffer@Portvanusa.com
Lars Uglum, Operations Superintendent Phone: (360) 213-1241 luglum@Portvanusa.com
Description of Work:
Mechanically dredging (using clamshell or digging bucket) approximately 5,000
to 9,000 cubic yards of material including the allowable over-depth. Responsible
for offloading dredged material at a Port designated re-handling facility, stockpiling, loading,
temporary erosion/sediment control and transportation to the Port designated upland
disposal site at Terminal 5.

Contract Amount: \$454,718.07

Project: Rocky Reach Dam Spillway Reinforcement Gates 6 & 8 Completed: December 2010
Owner: PUD No. 1 of Chelan County
Address: PO Box 1231
Wenatchee, WA 98801
Contact: Gene Yow, Project Engineer Phone: (509) 661-4305 Email: gene.yow@chelanpud.org
Description of Work:
Reinforce gate arms on spillway gates 6 & 8 by welding added steel sections
to main arm struts. Sandblast and paint new steel sections.

Contract Amount: \$522,404.00

Project: Priest Rapids Dam Pumphouse Intake Maintenance Dredging Completed: May 2011
Owner: Grant County PUD No. 2
Address: 15655 Wanapum Village Lane SW
Beverly, WA 99321
Contact: Mr. Skyler Street, Project Manager Phone: (509) 607-3796 Email: sstreet@gcpud.org
Description of Work:
Dredging of approximately 1000 CY of rocky debris located in front of the Intake

Contract Amount: \$182,100.00

Project References

Project: Willamette Falls Locks ~ Woody Debris Removal
Owner: Portland General Electric
Address: 121 SW Salmon Street
Portland, OR 97204
Contact: Mark Dion, Project Manager
Description of Work:
Remove and dispose of miscellaneous woody debris from the Willamette River
at the top of Willamette Falls Locks.

Completed: June 2011
Completed: August 2010
We perform this Contract Yearly

Phone: (503) 736-5450
Email: Mark.Dion@pgn.com

Contract Amount: \$35,811.00 - 2010 \$54,200.00 - 2011

Project: Santosh Slough Barge Canal Dredging
Owner: CalPortland
Address: 34885 N. Honeyman Road
Scappoose, OR 97056
Contact: Gene Northway
Description of Work:
Dredge 20,000 CY from barge canal and barge slip area. Map areas to verify
depth.

Completed: November 2010

Phone: (503) 543-7116

Contract Amount: \$202,820.00



STATE OF OREGON

COPY

STATUTORY PUBLIC WORKS BOND

Surety bond #: 929508846

CCB # (if applicable): 188698

We, Marine Industrial Construction, LLC, as principal, and Western Surety Company, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 17th day of February, 20 11

Surety by:

Principal by:

Western Surety Company (Seal)

Marine Industrial Construction, LLC

Company Name

Name

Signature Kristine Calvin

Signature

Attorney-in-Fact

Title

Title (e.g. Attorney-in-Fact)

5123 NE 94th Ave, Suite A

Address

SEND BOND TO: Construction Contractors Board, PO Box 14140, Salem, OR 97309-9052, Telephone: (503) 378-4621

Vancouver

WA

98652

City

State

Zip

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gregory C Ryerson, Alexandra A Koleno, Kristine Calvin, Flora Olander, Individually

of Portland, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 21st day of April, 2009.

WESTERN SURETY COMPANY



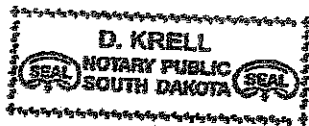
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } SS

On this 21st day of April, 2009, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell
D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of February, 2011.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD

COMMERCIAL
SURETY BOND

CCB # (if already issued) 188698

Surety company's bond # 105364569

MARINE INDUSTRIAL CONSTRUCTION LLC (the "Principal")
is a "commercial contractor" as defined by ORS 701.005. The Principal is applying for a license and commercial endorsement from the Construction Contractors Board of the State of Oregon, or for renewal of its license and endorsement, and as a condition of the license is required by ORS Chapter 701 to furnish a bond in the penal sum of \$20,000.00, issued by a corporation authorized to do business in the State of Oregon (the "Surety"), subject to the conditions stated in this bond.

Travelers Casualty and Surety Company of America (the "Surety")
hereby binds itself, its respective heirs, personal representatives, administrators, successors and assigns to pay to the State of Oregon the sum of \$20,000.00

The obligation of the Surety under this bond is void if in accordance with ORS Chapter 701 and OAR Chapter 812 the Principal pays all amounts that are ordered by the Construction Contractors Board to be paid by the Principal; otherwise this obligation remains in full force and effect.

This bond is for the exclusive purpose of ensuring payment of final orders of the Construction Contractors Board in accordance with ORS Chapter 701.

This bond is one continuing obligation, and the liability of the Surety for the aggregate of all claims which may arise under this bond may in no event exceed the amount of the penal sum of this bond.

This bond is effective on the date the Principal meets all requirements for licensing or renewal and remains continuously in effect until depleted by claims paid under ORS Chapter 701, unless the Surety sooner cancels the bond. The Surety may cancel this bond and be relieved of further liability for work performed by the Principal on contracts entered after cancellation by giving 30 days' written notice to the Principal and the Construction Contractors Board of the State of Oregon. Cancellation does not limit the responsibility of the Surety for final orders relating to the work period as defined by OAR Chapter 812.

This bond shall not be valid for purposes of licensing in accordance with ORS Chapter 701 unless filed with the Construction Contractors Board within sixty (60) days of the date shown below.

Surety represents and warrants that it is authorized to transact surety business in the State of Oregon.

Dated this 5th day of November, 2009.

SURETY:

Name: Travelers Casualty and Surety Company of America

By: [Signature]
Signature

As: ATTORNEY-IN-FACT
JOHN CLELEN
Printed Name of Attorney-in-fact or Agent

ATTY-IN-FACT
Title

510 SW 5th Avenue Ste 701
Agency Address Phone

Portland, Or. 97204
City State Zip

Please note: This bond is not valid until filed and licensing is completed with the Construction Contractors Board.

PLEASE COMPLETE THE CHECKLIST ON THE BACK OF THIS FORM

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 188698

This document certifies that:

MARINE INDUSTRIAL CONSTRUCTION LLC
PO BOX 37
WILSONVILLE OR 97070

is licensed in accordance with Oregon Law as a Residential General Contractor and a Commercial General Contractor Level 2.

License Details:

EXPIRATION DATE: 11/24/2015
ENTITY TYPE: Limited Liability Company
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: \$20,000
COMMERCIAL BOND: \$20,000
INSURANCE: \$1,000,000 / \$1,000,000
RMI: DOUGLAS E GILMER
HOME INSPECTOR CERTIFIED: NO